

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

In re:	)	Case No. 17-47541(659)
	)	Chapter 11
Armstrong Energy, Inc., <i>et al.</i> ,	)	
	)	(Joint Administration Requested)
Debtors. <sup>1</sup>	)	
	)	Hearing Date: November 2, 2017
	)	Hearing Time: 1:15 p.m. (Central Time)
	)	Hearing Location: Courtroom 7 North

**APPLICATION OF THE DEBTORS PURSUANT TO  
SECTIONS 327(A) AND 329(A) OF THE BANKRUPTCY CODE,  
BANKRUPTCY RULES 2014(A) AND 2016(B), AND LOCAL BANKRUPTCY  
RULES 2014(A) AND 2016-1, FOR AN ORDER AUTHORIZING THE DEBTORS TO  
RETAIN AND EMPLOY ARMSTRONG TEASDALE LLP AS CO-RESTRUCTURING  
COUNSEL EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

Armstrong Energy, Inc. (“Armstrong Energy”) and its affiliated debtors and debtors in possession (collectively, the “Debtors”), hereby move this Court, pursuant to sections 327(a) and 329(a) of title 11 of the United States Code (the “Bankruptcy Code”), Bankruptcy Rules 2014(a) and 2016(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 2014(A) and 2016-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Eastern District of Missouri (the “Local Bankruptcy Rules”),<sup>2</sup> for an order<sup>3</sup> authorizing them to retain and employ Armstrong Teasdale LLP (“Armstrong Teasdale”)

---

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Armstrong Energy, Inc. (4058); Armstrong Air, LLC (2017); Armstrong Coal Company, Inc. (0349); Armstrong Coal Sales, LLC (8643); Armstrong Energy Holdings, Inc. (5664); Armstrong Logistics Services, LLC (0392); Thoroughfare Mining, LLC (7890); Western Diamond LLC (9356); Western Land Company, LLC (9821). The location of the Debtors’ service address is: 7733 Forsyth Boulevard, Suite 1625, St. Louis, Missouri 63105.

<sup>2</sup> This Application is also generally consistent with the Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013, issued by the Executive Office for United States Trustees (the “United States Trustee Guidelines”).

<sup>3</sup> A copy of the Proposed Order will be provided to the Notice Parties (as defined below) and made available on the Debtors’ case information website at <https://www.donlinrecano.com/armstrong>.

as co-restructuring counsel in these chapter 11 cases, effective *Nunc Pro Tunc* to the Petition Date,<sup>4</sup> and in support thereof respectfully represent as follows:

### **Jurisdiction and Venue**

1. This Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334 and Rule 81-9.01(B)(1) of the Local Rules of the United States District Court for the Eastern District of Missouri. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

### **Background**

2. The Debtors and their non-Debtor affiliates (together, the “Company”) produce thermal coal from surface and underground mines located in the Illinois Basin coal region in western Kentucky. The Company operates five mines, including three surface mines and two underground mines located in Muhlenberg and Ohio Counties, Kentucky. The Company markets coal primarily to electric utility companies. The Company is headquartered in St. Louis, Missouri.

3. On the date hereof (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this Motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no committees have been appointed or designated.

---

<sup>4</sup>

Retention *Nunc Pro Tunc* to the Petition Date is appropriate because Armstrong Teasdale has provided services to the Debtors in these chapter 11 cases from and after the Petition Date.

4. A comprehensive description of the Debtors' businesses and operations, capital structure and the events leading to the commencement of these chapter 11 cases can be found in the *Declaration of Alan Boyko of Armstrong Energy, Inc. In Support of Debtors' Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), which was filed contemporaneously herewith and is incorporated herein by reference.

5. In support of this Application, the Debtors submit (a) the Declaration of Eric R. Waller of Armstrong Energy, Inc. (the "Waller Declaration"), a copy of which is attached hereto as Exhibit A; (b) the Declaration of Richard W. Engel, Jr., a partner of Armstrong Teasdale (the "Engel Declaration"), a copy of which is attached hereto as Exhibit B; and (c) Armstrong Teasdale's Disclosure of Compensation (the "Disclosure of Compensation"), a copy of which is attached hereto as Exhibit C.

6. No trustee, examiner or official committee of unsecured creditors has been appointed in these Chapter 11 Cases. No date has been set for a meeting pursuant to Section 341 of the Bankruptcy Code.

### **Basis for Relief**

#### ***Armstrong Teasdale's Qualifications***

7. Armstrong Teasdale is well qualified to serve as the Debtors' local restructuring counsel in these chapter 11 cases. Armstrong Teasdale is one of the leading commercial law firms in the Midwest and serves a dynamic national and international client base. Armstrong Teasdale has substantial experience in virtually all aspects of the law that may potentially arise in these chapter 11 cases, including bankruptcy, environmental, corporate, international, employee benefits, finance, intellectual property, labor and employment, litigation, mergers and acquisitions, real estate, securities, and tax.

8. Armstrong Teasdale's restructuring practice group consists of approximately 20 attorneys practicing in offices in Missouri, Illinois, Kansas, Colorado, and Nevada. Armstrong Teasdale's restructuring lawyers have played, or are presently playing, significant roles in a wide array of chapter 11 cases including, but not limited to, those of Peabody Energy Corporation; Patriot Coal Corp.; Abengoa Bioenergy US Holding, LLC; Abengoa Bioenergy Biomass of Kansas, LLC; Global Computer Enterprises Inc.; Enviro-Safe Refrigeration, Inc.; US Fidelis Inc.; Smurfit-Stone Container Corp.; National Steel; Thermadyne Holdings Corporation; Digital Teleport; Galaxy Cable; Bridge Information Systems, Inc.; Payless ShoeSource, Inc.; Transworld Airlines; lendnetwork.com; and Wehrenberg Inc.

9. Armstrong Teasdale is also familiar with the Debtors' businesses and financial affairs, and will contribute greatly as co-restructuring counsel to aid in the efficient administration of the Debtors' estates.

***Services to Be Provided by Armstrong Teasdale***

10. The employment of Armstrong Teasdale as the Debtors' co-restructuring counsel is appropriate and necessary to enable the Debtors to fulfill their duties as debtors and debtors in possession and to preserve and maximize the value of the Debtors' estates for all stakeholders. The Debtors propose to retain Armstrong Teasdale for these chapter 11 cases on the terms of this application and the parties' engagement letter, dated as of September 7, 2017 (the "Engagement Letter"), a copy of which is attached hereto as Exhibit D.<sup>5</sup> The Engagement Letter describes, among other things: (a) the services that Armstrong Teasdale anticipates performing for the Debtors; and (b) the terms and conditions of Armstrong Teasdale's proposed engagement by the Debtors.

---

<sup>5</sup> Any references to, or descriptions of, the Engagement Letter herein are qualified by the express terms of the Engagement Letter, which shall govern if there is any conflict between the Engagement Letter and the description provided herein.

11. The Debtors anticipate that Armstrong Teasdale will render various legal services to the Debtors as needed throughout the course of these chapter 11 cases. In particular, the Debtors anticipate that Armstrong Teasdale will perform, among others, the following legal services:

(a) providing legal advice with respect to the Company's powers and duties as debtors-in-possession in the continued operation of its business and management of its properties;

(b) attending meetings and negotiating with representatives of creditors and other parties in interest and advising and consulting on the conduct of Chapter 11 Cases, including the legal and administrative requirements of operating in chapter 11;

(c) taking necessary action to protect and preserve the Company's estates, including the prosecution of actions commenced under the Bankruptcy Code on their behalf, and objections to claims filed against the estates;

(d) preparing and prosecuting on behalf of the Company's motions, applications, answers, orders, reports and papers necessary to the administration of the estates;

(e) advising and assisting the Company with respect to restructuring alternatives, including preparing and pursuing confirmation of a chapter 11 plan, including preparing and seeking approval of a disclosure statement;

(f) appearing in Court and protecting the interests of the Company before the Court; and

(g) performing all other legal services for the Company which may be necessary and proper in these cases.

12. The Debtors require knowledgeable counsel to render these essential professional services. Armstrong Teasdale has substantial expertise in all of these areas. Accordingly, the Debtors respectfully submit that Armstrong Teasdale is well qualified to perform these services and represent the Debtors' interests in these chapter 11 cases.

13. The Debtors have applied to retain Kirkland & Ellis LLP ("Kirkland & Ellis") as lead restructuring counsel. Armstrong Teasdale will work closely with Kirkland & Ellis, the Debtors and the Debtors' other retained professionals to clearly delineate each professional's respective duties and to prevent unnecessary duplication of services whenever possible. Either Kirkland & Ellis or another firm will represent the Debtors in connection with any matter in which Armstrong Teasdale cannot represent the Debtors because of an actual or potential conflict of interest.

### ***Compensation and Fee Applications***

14. Pursuant to the terms of the Engagement Letter, and subject to the Court's approval of this application, Armstrong Teasdale intends to: (a) charge for its legal services on an hourly basis in accordance with the ordinary and customary hourly rates in effect on the date services are rendered; and (b) seek reimbursement of actual and necessary out-of-pocket expenses.<sup>6</sup>

---

<sup>6</sup> The hourly rates charged by Armstrong Teasdale professionals differ based on, among other things, the professional's level of experience and the rates normally charged in the specific office in which the professional is resident. Armstrong Teasdale does not adjust the billing rates of its professionals based on the geographic location of a bankruptcy case or other matter.

15. Armstrong Teasdale will be compensated at its standard hourly rates, which are based on the professionals' level of experience. At present, the standard hourly rates charged by Armstrong Teasdale range as follows:

BILLING CATEGORY	U.S. RANGE
Partners	\$335 - \$660
Of Counsel	\$300 - \$575
Associates	\$225 - \$405
Paralegals	\$110 - \$305
Law Clerks	\$200 - \$235

16. The names, positions, resident offices and current hourly rates of those Armstrong Teasdale lawyers currently expected to spend significant time on these chapter 11 cases are attached as Schedule 3 to the Engel Declaration. Armstrong Teasdale's hourly fees are comparable to those charged by attorneys of similar experience and expertise for engagements of the scope and complexity similar to these chapter 11 cases. Further, Armstrong Teasdale bankruptcy professionals are subject to the same client-driven market forces, scrutiny and accountability as its professionals in non-bankruptcy engagements. For all of these reasons, Armstrong Teasdale's rates are reasonable and favorable to the Debtors' estates.<sup>7</sup>

17. Armstrong Teasdale will maintain detailed, contemporaneous time records in six-minute intervals and apply to the Court for payment of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules and any additional procedures that may be established by the

<sup>7</sup>

Like many of its peer law firms, Armstrong Teasdale increases the hourly billing rate of attorneys and paraprofessionals periodically in the form of step increases in the ordinary course on the basis of advancing seniority and promotion. The step increases do not constitute "rate increases" (as the term is used in the United States Trustee Guidelines).

Court in these chapter 11 cases.<sup>8</sup> Armstrong Teasdale contemplates using the following billing categories, which substantially conform to those categories set forth at section 8(b) of the United States Trustee Guidelines:<sup>9</sup>

<b>CATEGORY</b>	<b>DESCRIPTION</b>
Asset Analysis and Recovery	Includes the identification and review of potential assets, including causes of action belonging to the Debtors' estates and other non-litigation recoveries.
Asset Disposition	Includes transactions related to the sale, lease, abandonment or other disposition of the Debtors' assets.
Assumption and Rejection of Leases and Contracts	Includes (a) contract and lease analysis, (b) matters relating to assumption, assumption and assignment, rejection or recharacterization of executory contracts and unexpired leases, and (c) the preparation of Court filings related to the foregoing.
Avoidance Action Analysis	Includes the review of potential avoidance actions under sections 544, 545, 546, 547, 548 and 549 of the Bankruptcy Code to determine whether such actions are warranted.
Business Operations	Includes matters related to the Debtors' operations that do not fit within another, more specific matter description, including, but not limited to, issues related to (a) vendors/sourcing, (b) customers, (c) interaction with governmental entities and regulatory agencies, (d) lessor/lessee matters, (e) utilities, (f) insurance/surety matters, and (g) internal management, processes and controls.
Case Administration	Includes (a) general case administration services, (b) maintenance of case docket and calendar, (c) filing and circulation of papers, and (d) preparation and review of other reports, notices and service lists.
Claims Administration and Objections	Includes (a) bar date matters, (b) claims objections and related contested matters, and (c) other claims administration activities.
Corporate Governance and	Includes (a) preparation for and attendance at meetings of the Debtors' board of directors, (b) analysis and advice regarding all transactional, corporate governance and related matters unrelated to the plan of

<sup>8</sup> In applying to the Court for payment of compensation and reimbursement of expenses, Armstrong Teasdale will also make reasonable efforts to comply with the United States Trustee Guidelines.

<sup>9</sup> Armstrong Teasdale may, in its discretion and in consultation with the Debtors, determine to create separate sub-billing categories for certain discrete projects undertaken during these chapter 11 cases.



<b>CATEGORY</b>	<b>DESCRIPTION</b>
Board Matters	reorganization or disclosure statement process, and (c) matters related to requests for the appointment of a trustee or examiner.
Court Hearings	Includes preparation for and attendance at court hearings.
Employee Matters	Includes (a) employee compensation and retiree benefits issues, (b) other employee relations matters, and (c) ERISA matters.
Environmental Matters	Includes matters related to (a) compliance with environmental laws and regulations and (b) research or reporting related to the foregoing.
Employment and Fee Applications	Includes (a) preparation of Armstrong Teasdale fee applications and the preparation of monthly invoices, (b) preparation of fee applications for other professionals, and (c) preparation and/or prosecution of Court filings establishing procedures governing professional retention and compensation.
Employment and Fee Application Objections	Includes the review of, and objections to, the employment and fee applications of other professionals.
Financing and Cash Collateral	Includes (a) negotiation and documentation of debtor in possession financing and post-confirmation financing, (b) cash collateral issues, (c) analysis of loan documents, and (d) related services.
Litigation and Adversary Proceedings	Includes all litigation and adversary proceedings (i.e., actions initiated by a complaint in the Bankruptcy Court), such as avoidable transfer litigation, as well as related pre-litigation matters and all other contested matters that do not fit within another, more specific matter description.
Meetings	Includes preparation for, and attendance at, (a) meetings with official committees appointed in the Debtors' chapter 11 cases that do not fit within another, more specific matter description, (b) the section 341 meeting and committee formation meetings, (c) meetings with the Debtors or the Debtors' other professionals (including co-counsel), (d) meetings with individual creditors, and (e) meetings with all other interested parties.
Non-Working Travel	Includes all non-working travel time.
Plan and Disclosure Statement	Includes (a) the formulation, negotiation, preparation and promulgation of plans of reorganization, disclosure statements, confirmation orders and related orders and corporate documentation, (b) research relating thereto, (c) matters related to exclusivity, and (d) disbursement and case closing activities.

CATEGORY	DESCRIPTION
Real Estate	Review and analysis of real estate matters that do not fit within another, more specific matter description.
Relief from Stay and Adequate Protection	Includes matters related to (a) the continuation, extension, modification, scope or termination of the automatic stay under section 362 of the Bankruptcy Code, (b) adequate protection under section 361 of the Bankruptcy Code, and (c) the effect of the automatic stay on pending matters.
Reporting	Includes (a) preparation of (i) schedules of assets and liabilities (and amendments thereto), (ii) statements of financial affairs (and amendments thereto), (iii) periodic operating reports and (iv) other accounting or reporting activities and (b) communications with the Office of the United States Trustee for the Eastern District of Missouri (the “ <u>United States Trustee</u> ”) not within the scope of other matter numbers.
Tax	Includes (a) all federal and state income, property, employment, excise and other tax matters and (b) the preparation of related tax returns.
Write-Offs	Write-off of fees and disbursements relating to services rendered in Debtor’s chapter 11 case.

18. Furthermore, Armstrong Teasdale contemplates using the following expense categories: (a) copies; (b) outside printing; (c) telephone; (d) facsimile; (e) online research; (f) delivery services/couriers; (g) postage; (h) out-of-town travel (including subcategories for transportation, hotel, meals, ground transportation, and other); (i) meals (local); (j) court fees; (k) subpoena fees; (l) witness fees; (m) deposition transcripts; (n) trial transcripts; (o) trial exhibits; (p) litigation support vendors; (q) experts; (r) investigators; (s) arbitrators/mediators; and (t) other.

19. Armstrong Teasdale will consult with the United States Trustee regarding suggested alterations to these categories, and will seek to coordinate the consistent use of these categories among professionals required to file applications for payment of fees and

reimbursement of expenses in these cases. In addition, Armstrong Teasdale understands that interim and final fee awards are subject to approval by this Court.

***Disclosure Concerning Disinterestedness***

20. The Engel Declaration, incorporated herein by reference, discloses Armstrong Teasdale's connections to the Debtors and parties in interest in these cases. In reliance on the Engel Declaration, and except as set forth therein, the Debtors believe that: (a) Armstrong Teasdale has no connection with the Debtors, their affiliates, their creditors, the United States Trustee, any person employed in the office of the United States Trustee or any other party with an actual or potential interest in these chapter 11 cases or their respective attorneys or accountants; (b) Armstrong Teasdale is not a creditor, equity security holder or insider of the Debtors; (c) none of Armstrong Teasdale's lawyers is, or was within two years of the Petition Date, a director, officer or employee of the Debtors; and (d) Armstrong Teasdale neither holds nor represents an interest materially adverse to the Debtors or their respective estates. Accordingly, the Debtors believe that Armstrong Teasdale is a "disinterested person," as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code.

21. In the event that Armstrong Teasdale's representation of the Debtors in connection with any matter in these chapter 11 cases would result in it becoming adverse to a party in interest that gives rise to a professional conflict, the Debtors shall retain separate counsel to represent their interests with respect to such matter against such party.

***Professional Compensation***

22. On September 11, 2017, the Debtors provided Armstrong Teasdale with an advance payment of \$100,000 to establish a retainer (the "Retainer") for professional services to be rendered and services to be incurred by Armstrong Teasdale LLP. Subsequent thereto, Armstrong Teasdale issued invoices to the Debtors reflecting subsequent fees and expenses up to

September 30, 2017, which on or about Armstrong Teasdale received \$43,043.11 to replenish the Retainer. As of the Petition Date, the balance of the Retainer was approximately \$100,000.00, less fees and costs incurred and unpaid in the month prior to the Petition Date.

23. During the year preceding the Petition Date, Armstrong Teasdale received payments from the Debtors, including the Retainer and replenishments thereof, totaling \$188,923 (collectively, the “Prepetition Payments”). The Prepetition Payments reflect the payment of (a) certain actual fees and expenses through September 30, 2017 and (b) unbilled, anticipated and/or estimated fees and expenses through the Petition Date.

24. Armstrong Teasdale has informed the Debtors that, as promptly as practicable after all fees and charges accrued prior to the Petition Date have finally been posted within the Firm’s computerized billing system, Armstrong Teasdale will issue a final detailed billing statement for any fees, charges and disbursements for the period prior to the Petition Date (the “Final Prepetition Bill”). If the Prepetition Payments exceed Armstrong Teasdale’s actual fees and expenses for the applicable invoice period (as set forth on the Final Prepetition Bill), Armstrong Teasdale will (a) reconcile the Final Prepetition Bill with the Retainer to pay its prepetition invoices and (b) any excess amount will continue to be held in the Retainer. If the Prepetition Payments are less than Armstrong Teasdale’s actual fees and expenses for the applicable invoice period (as set forth on the Final Prepetition Bill), then, subject to any orders of the Court, Armstrong Teasdale will (a) reconcile the Final Prepetition Bill with the Retainer to pay its prepetition invoices (to the extent funds are available in the Retainer) and (b) write off any fees and expenses set forth in the Final Prepetition Bill in excess of the amount of the Retainer. Armstrong Teasdale expects to: (a) complete its reconciliation of prepetition fees and expenses actually incurred through the Petition Date no later than the filing of its first interim fee

application in these cases; (b) make a corresponding adjustment to the amount of the Retainer on or about that date; and (c) disclose such adjustment in its first interim fee application. Upon the conclusion of Armstrong Teasdale's representation of the Debtors (or as otherwise directed by the Court), Armstrong Teasdale will apply any remaining portion of the Retainer against any unpaid fees or unreimbursed disbursements, with any unapplied portion of the Retainer to be promptly returned to the Debtors.

**Basis for Relief Requested**

25. Under section 327(a) of the Bankruptcy Code, a debtor in possession is authorized to employ professional persons "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor in possession] in carrying out [its] duties under [the Bankruptcy Code]." 11 U.S.C. § 327(a).<sup>10</sup> Section 1107(b) of the Bankruptcy Code elaborates upon sections 101(14) and 327(a) of the Bankruptcy Code in cases under chapter 11 of the Bankruptcy Code and provides that "a person is not disqualified for employment under section 327 of [the Bankruptcy Code] by a debtor in possession solely because of such person's employment by or representation of the debtor before the commencement of the case." 11 U.S.C. § 1107(b).

---

<sup>10</sup> Section 101(14) of the Bankruptcy Code defines the phrase "disinterested person" as:  
a person that –

- (A) is not a creditor, an equity security holder, or an insider;
- (B) is not and was not, within 2 years before the date of the filing of the petition, a director, officer, or employee of the debtor; and
- (C) does not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for any other reason.

11 U.S.C. § 101(14).

26. As required by Section 329(a) of the Bankruptcy Code,<sup>11</sup> Bankruptcy Rule 2014(a)<sup>12</sup> and Local Bankruptcy Rules 2014(A)<sup>13</sup> and 2016-1,<sup>14</sup> the above-described facts set forth in the application and the information in the Exhibits attached hereto set forth: (a) the specific facts showing the necessity for Armstrong Teasdale's employment; (b) the reasons for the Debtors' selection of Armstrong Teasdale as their counsel in connection with these chapter 11 cases; (c) the professional services proposed to be provided by Armstrong Teasdale; (d) the

---

<sup>11</sup> Section 329(a) of the Bankruptcy Code provides as follows:

Any attorney representing a debtor in a case under this title, or in connection with such a case, whether or not such attorney applies for compensation under this title, shall file with the court a statement of the compensation paid or agreed to be paid, if such payment or agreement was made after one year before the date of the filing of the petition, for services rendered or to be rendered in contemplation of or in connection with the case by such attorney, and the source of such compensation.

11 U.S.C. § 329(a). This information is set forth in the Engel Declaration attached hereto as Exhibit B.

<sup>12</sup> Bankruptcy Rule 2014(a) provides that an application seeking the employment of professional persons pursuant to section 327 of the Bankruptcy Code:

shall state the specific facts showing the necessity for the employment, the name of the person to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the person's connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee. The application shall be accompanied by a verified statement of the person to be employed setting forth the person's connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014(a).

<sup>13</sup> Local Bankruptcy Rule 2014(A) requires a party seeking an order authorizing its retention in a chapter 11 case to meet the requirements of Bankruptcy Rule 2014. The application must disclose any prepetition retainer arrangement and shall be served on: (a) all entities filing a request for notice; (b) other counsel of record; (c) the case trustee; (d) the United States Trustee; and (e) any committees. Local R. Bankr. P. 2014(A).

<sup>14</sup> Local Bankruptcy Rule 2016-1(A) provides, inter alia, that "[p]ursuant to Bankruptcy Code § 329 and Fed. R. Bankr. P. 2016(b), an attorney representing a debtor in a case under any chapter shall file with the petition a statement disclosing compensation paid or agreed to be paid to such attorney for services in contemplation of or in connection with the case. Counsel shall serve the disclosure on the Trustee and United States Trustee . . . . Until a case is closed, a supplemental fee disclosure statement shall be filed and served as required in this Rule either no later than 14 days after any payment not previously disclosed in a properly filed Disclosure of Compensation for Attorney for Debtor pursuant to Fed. R. Bankr. P. 2016(b), or no later than 14 days after the agreement for such payment." Local R. Bankr. P. 2016-1(A).

arrangement between the Debtors and Armstrong Teasdale with respect to Armstrong Teasdale's compensation, including information on retainers and hourly fees and the reasonableness thereof; and (e) to the best of the Debtors' knowledge, the extent of Armstrong Teasdale's connections, if any, to certain parties in interest in these matters. Accordingly, Armstrong Teasdale's retention by the Debtors should be approved.

**Notice**

27. The Debtors will provide notice of this application to: (a) the Office of the United States Trustee for the Eastern District of Missouri; (b) the holders of the 50 largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to the indenture trustee under the Debtors' 11.75% senior secured notes due 2019; (d) counsel to the ad hoc group of holders of the Debtors' 11.75% senior secured notes due 2019; (e) the United States Attorney's Office for the Eastern District of Missouri; (f) the Internal Revenue Service; (g) the Environmental Protection Agency; (h) the office of the attorneys general for the states in which the Debtors operate; (i) the Securities and Exchange Commission; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

**No Prior Request**

28. No prior request for the relief sought in this application has been made to this or any other Court in connection with these chapter 11 cases.

WHEREFORE, the Debtors respectfully request that the Court: (i) enter an order, substantially in the form submitted to the Court, granting the relief requested herein; and (ii) grant such other and further relief to the Debtors as the Court may deem just and proper.

Dated: November 1, 2017  
St. Louis, Missouri

Respectfully submitted,

Armstrong Energy, Inc., *et al.*,  
Debtors and Debtors in Possession

/s/ Alan Boyko

Alan Boyko  
Armstrong Energy, Inc.  
Chief Restructuring Officer



Filed by:

/s/ Richard W. Engel, Jr.

Richard W. Engel, Jr., MO 34641

Erin M. Edelman, MO 67374

John G. Willard, MO 67049

**ARMSTRONG TEASDALE LLP**

7700 Forsyth Boulevard, Suite 1800

St. Louis, Missouri 63105

Telephone: (314) 621-5070

Facsimile: (314) 612-2239

Email: [rengel@armstrongteasdale.com](mailto:rengel@armstrongteasdale.com)

Email: [eedelman@armstrongteasdale.com](mailto:eedelman@armstrongteasdale.com)

Email: [jwillard@armstrongteasdale.com](mailto:jwillard@armstrongteasdale.com)

James H.M. Sprayregen, P.C.

Ross M. Kwasterniet, P.C. (*pro hac vice* pending)

William A. Guerrieri (*pro hac vice* pending)

Travis M. Bayer (*pro hac vice* pending)

**KIRKLAND & ELLIS LLP**

**KIRKLAND & ELLIS INTERNATIONAL LLP**

300 North LaSalle

Chicago, Illinois 60654

Telephone: (312) 862-2000

Facsimile: (312) 862-2200

Email: [james.sprayregen@kirkland.com](mailto:james.sprayregen@kirkland.com)

Email: [ross.kwasterniet@kirkland.com](mailto:ross.kwasterniet@kirkland.com)

Email: [will.guerrieri@kirkland.com](mailto:will.guerrieri@kirkland.com)

Email: [travis.bayer@kirkland.com](mailto:travis.bayer@kirkland.com)

Jonathan S. Henes, P.C. (*pro hac vice* pending)

**KIRKLAND & ELLIS LLP**

**KIRKLAND & ELLIS INTERNATIONAL LLP**

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Facsimile: (212) 446-4900

Email: [jonathan.henes@kirkland.com](mailto:jonathan.henes@kirkland.com)

*Proposed Counsel to the Debtors*

**Exhibit A**

**Waller Declaration**

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

In re:	)	Case No. 17-47541-659
	)	Chapter 11
Armstrong Energy, Inc., <i>et al.</i> ,	)	
	)	(Joint Administration Requested)
Debtors. <sup>1</sup>	)	
	)	Hearing Date: November 2, 2017
	)	Hearing Time: 1:15 p.m. (Central Time)
	)	Hearing Location: Courtroom 7 North

**DECLARATION OF ERIC R. WALLER**

Pursuant to Section D of the Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013, issued by the Executive Office for United States Trustees (the “United States Trustee Guidelines”), I, Eric R. Waller, hereby declare, under penalty of perjury, as follows:

1. I am older than 21 years of age and suffer no legal disability. I am competent to make this Declaration.
2. My testimony herein is based upon my personal knowledge, unless stated otherwise.
3. If called to testify, I could and would testify to the matters stated herein.
4. I make this declaration under 28 U.S.C. § 1746 for all permissible purposes

under applicable rules of evidence and procedure, in support of the Application of the Debtors

Pursuant to Sections 327(a) and 329(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and

---

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Armstrong Energy, Inc. (4058); Armstrong Air, LLC (2017); Armstrong Coal Company, Inc. (0349); Armstrong Coal Sales, LLC (8643); Armstrong Energy Holdings, Inc. (5664); Armstrong Logistics Services, LLC (0392); Thoroughfare Mining, LLC (7890); Western Diamond LLC (9356); Western Land Company, LLC (9821). The location of the Debtors’ service address is: 7733 Forsyth Boulevard, Suite 1625, St. Louis, Missouri 63105.

2016(b), and Local Bankruptcy Rules 2014-1 and 2016-1, for an Order Authorizing Debtors to Retain and Employ Armstrong Teasdale LLP as Co-Restructuring Counsel, Effective *Nunc Pro Tunc* to the Petition Date (the “Application”).<sup>2</sup>

5. Although Armstrong Teasdale professionals assisted in the preparation of this declaration on my behalf, they did so according to my express instructions and using information provided by me and my staff specific to the Debtors’ decision to retain Armstrong Teasdale as counsel in these chapter 11 cases.

6. I am currently Vice President, General Counsel, and Secretary of Debtor Armstrong Energy, Inc. and its eight affiliated debtors and debtors in possession (collectively, the “Debtors”).

7. In my current capacity, I am familiar with all aspects of the Debtors’ decision to retain and employ Armstrong Teasdale as counsel with respect to these chapter 11 cases. In addition, I generally am responsible for, among other things, supervising outside counsel for all of the Debtors and monitoring and controlling legal costs.

#### **The Debtors’ Selection of Armstrong Teasdale**

8. Armstrong Teasdale is the proposed local restructuring counsel to the Debtors. The process used by the Debtors to review and select their restructuring counsel involved an evaluation of potential counsels’ expertise in relevant legal practice areas and in similar proceedings in this District and elsewhere. After evaluating multiple candidates for local counsel, the Debtors retained Armstrong Teasdale due to Armstrong Teasdale’s extensive experience in corporate reorganizations, both out-of-court and under chapter 11 of the Bankruptcy

---

<sup>2</sup> This Declaration is also generally consistent with the United States Trustee Guidelines.

Code, and in areas of law closely aligned with the Debtors' goals and interests in these Chapter 11 cases.

9. Given these facts, the Debtors determined that Armstrong Teasdale is well qualified to represent the Debtors in connection with these chapter 11 cases.

### **Rate Structure**

10. The Debtors and Armstrong Teasdale agreed that Armstrong Teasdale's standard fees would apply to this engagement. Having previously reviewed invoices from other comparable law firms and invoices submitted from Armstrong Teasdale, I can verify that the rates being charged by Armstrong Teasdale in connection with this representation are within the range typically charged by similar firms.

11. The Debtors have approved a budget and staffing plan (the "Budget and Staffing Plan") for the first three months of these chapter 11 cases, recognizing that in the course of large chapter 11 cases like these, it is possible that there may be a number of unforeseen matters that will need to be addressed by the Debtors and Armstrong Teasdale leading to the incurrence of additional fees and expenses beyond those set forth in the Budget and Staffing Plan. As these chapter 11 cases continue to develop, the Debtors and Armstrong Teasdale will work together to revise the Budget and Staffing Plan as needed. The Debtors further recognize that it is their responsibility to monitor closely the billing practices of their counsel to ensure the fees and expenses paid by the estate remain consistent with the Debtors' expectations and the exigencies of the chapter 11 cases. The Debtors will continue to review the invoices that Armstrong Teasdale regularly submits, and, together with Armstrong Teasdale, amend the Budget and Staffing Plan periodically as the case develops.

**Cost Supervision**

12. As they did prepetition, the Debtors will continue to closely supervise the fee and expense reimbursement process. Armstrong Teasdale's fees and expenses will be subject to review, comment and objection (if warranted), and court approval pursuant to interim compensation procedures that provide for the interim allowance and payment of fees and expenses during the course of these chapter 11 cases. It is my understanding that Armstrong Teasdale's fees and expenses will be subject to review on a monthly, interim and final basis during the course of these chapter 11 cases by the U.S. Trustee, any official committee and the Court, as well as by the Debtors.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 1, 2017

/s/ Eric R. Waller  
Eric R. Waller  
Armstrong Energy, Inc.  
Vice President, General Counsel and Secretary

**Exhibit B**

**Engel Declaration**

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

In re: ) Case No. 17-47541-659  
 ) Chapter 11  
Armstrong Energy, Inc., *et al.*, )  
 ) (Joint Administration Requested)  
Debtors.<sup>1</sup> )  
 ) Hearing Date: November 2, 2017  
 ) Hearing Time: 1:15 p.m. (Central Time)  
 ) Hearing Location: Courtroom 7 North

**DECLARATION OF RICHARD W. ENGEL, JR.**

Pursuant to Bankruptcy Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 2014(A) and 2016-1 of the Local Rules of Procedure of the United States Bankruptcy Court for the Eastern District of Missouri (the “Local Bankruptcy Rules”),<sup>2</sup> I, Richard W. Engel, Jr., declare:

1. I am an attorney at law admitted and in good standing to practice in the State of Missouri, the State of Illinois, the United States District Court for the Eastern District of Missouri, the United States District Court for the Western District of Missouri, the United States District Court for the Southern District of Illinois, the United States District Court for the Central District of Illinois, and the United States District Court for the Northern District of Illinois.

---

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Armstrong Energy, Inc. (4058); Armstrong Air, LLC (2017); Armstrong Coal Company, Inc. (0349); Armstrong Coal Sales, LLC (8643); Armstrong Energy Holdings, Inc. (5664); Armstrong Logistics Services, LLC (0392); Thoroughfare Mining, LLC (7890); Western Diamond LLC (9356); Western Land Company, LLC (9821). The location of the Debtors’ service address is: 7733 Forsyth Boulevard, Suite 1625, St. Louis, Missouri 63105.

<sup>2</sup> This Declaration is also generally consistent with the Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013, issued by the Executive Office for United States Trustees (the “United States Trustee Guidelines”).



2. I am a partner of the law firm of Armstrong Teasdale LLP (“Armstrong Teasdale”) and am duly authorized to make this Declaration on behalf of Armstrong Teasdale. I make this Declaration in support of the Application of the Debtors Pursuant to Sections 327(a) and 329(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(b), and Local Bankruptcy Rules 2014(A) and 2016-1, for an Order Authorizing Debtors to Retain and Employ Armstrong Teasdale LLP as Co-Restructuring Counsel, Effective *Nunc Pro Tunc* to the Petition Date (the “Application”).<sup>3</sup>

3. The facts set forth in this Declaration are personally known to me and, if called as a witness, I could and would testify thereto.

**Armstrong Teasdale’s Qualifications**

4. Armstrong Teasdale is well qualified to serve as the Debtors’ counsel in these chapter 11 cases. Armstrong Teasdale is one of the leading commercial law firms in the Midwest, and serves a dynamic national and international client base. Armstrong Teasdale has substantial experience in virtually all aspects of the law that may potentially arise in these chapter 11 cases, including bankruptcy, environmental, corporate, international, employee benefits, finance, intellectual property, labor and employment, litigation, mergers and acquisitions, real estate, securities and tax.

5. Armstrong Teasdale’s restructuring practice group consists of approximately 20 attorneys practicing in offices in Missouri, Illinois, Kansas, Colorado, and Nevada. Armstrong Teasdale’s restructuring lawyers have played significant roles in a wide array of chapter 11 cases, including, but not limited to, those of Peabody Energy Corporation; Patriot Coal Corp.; Abengoa Bioenergy US Holding, LLC; Abengoa Bioenergy Biomass of Kansas,

---

<sup>3</sup> Capitalized terms not otherwise defined herein have the meanings given to them in the Application.

LLC; Global Computer Enterprises Inc.; Enviro-Safe Refrigeration, Inc.; US Fidelis Inc.; Smurfit-Stone Container Corp.; National Steel; Thermadyne Holdings Corporation; Digital Teleport; Galaxy Cable; Bridge Information Systems, Inc.; Payless ShoeSource, Inc.; Transworld Airlines; lendnetwork.com; and Wehrenberg Inc.

6. Armstrong Teasdale is also familiar with the Debtors' businesses and financial affairs, and will contribute greatly as local restructuring counsel to aid in the efficient administration of the Debtors' estates. Armstrong Teasdale's professionals have become well acquainted with the Debtors' history, business operations, capital and corporate structure and related matters. Accordingly, Armstrong Teasdale has developed substantial knowledge regarding the Debtors that will result in effective and efficient services in these chapter 11 cases.

**Services to Be Provided by Armstrong Teasdale**

7. The Debtors have requested that Armstrong Teasdale render, to the extent necessary, the following legal services in connection with these chapter 11 cases:

- (a) providing legal advice with respect to the Company's powers and duties as debtors-in-possession in the continued operation of its business and management of its properties;
- (b) attending meetings and negotiating with representatives of creditors and other parties in interest and advising and consulting on the conduct of Chapter 11 Cases, including the legal and administrative requirements of operating in chapter 11;
- (c) taking necessary action to protect and preserve the Company's estates, including the prosecution of actions commenced under the Bankruptcy Code on their behalf, and objections to claims filed against the estates;
- (d) preparing and prosecuting on behalf of the Company's motions, applications, answers, orders, reports and papers necessary to the administration of the estates;
- (e) advising and assisting the Company with respect to restructuring alternatives, including preparing and pursuing confirmation of a

chapter 11 plan, including preparing and seeking approval of a disclosure statement;

- (f) appearing in Court and protecting the interests of the Company before the Court; and
- (g) performing all other legal services for the Company which may be necessary and proper in these cases.

**Compensation and Fee Applications**

8. Pursuant to the terms of the Engagement Letter, and subject to the Court's approval of the Application, Armstrong Teasdale intends to: (a) charge for its legal services on an hourly basis in accordance with the ordinary and customary hourly rates in effect on the date services are rendered; and (b) seek reimbursement of actual and necessary out-of-pocket expenses.<sup>4</sup>

9. Armstrong Teasdale will be compensated at its standard hourly rates, which are based on the professionals' level of experience. At present, the standard hourly rates charged by Armstrong Teasdale range as follows:

<b><u>Billing Category</u></b>	<b>U.S. RANGE</b>
Partners	\$335 - \$660
Of Counsel	\$300 - \$575
Associates	\$225 - \$405
Paralegals	\$110 - \$305
Law Clerks	\$200 - \$235

<sup>4</sup>

The hourly rates charged by Armstrong Teasdale professionals differ based on, among other things, the professional's level of experience and the rates normally charged in the specific office in which the professional is resident. Armstrong Teasdale does not adjust the billing rates of its professionals based on the geographic location of a bankruptcy case or other matter.

10. The names, positions, resident offices and current hourly rates of those Armstrong Teasdale lawyers currently expected to spend significant time on these chapter 11 cases are attached as Schedule 3 hereto. Armstrong Teasdale's hourly fees are comparable to those charged by attorneys of similar experience and expertise for engagements of scope and complexity similar to these chapter 11 cases. Further, I believe that Armstrong Teasdale bankruptcy professionals are subject to the same client-driven market forces, scrutiny and accountability as its professionals in non-bankruptcy engagements. For all of these reasons, Armstrong Teasdale's rates are reasonable and favorable to the Debtors' estates.<sup>5</sup>

11. Armstrong Teasdale will maintain detailed, contemporaneous time records in six-minute intervals and apply to the Court for payment of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules and any additional procedures that may be established by the Court in these chapter 11 cases.<sup>6</sup> In addition, Armstrong Teasdale understands that interim and final fee awards are subject to approval by this Court.

#### **Disclosure Concerning Disinterestedness**

12. The Debtors have provided Armstrong Teasdale with a list of the names (collectively, the "Interested Parties") of individuals or institutions in the following categories: (a) Current and Recent Former Entities Affiliated with the Debtors; (b) Current and Recent Former Directors and Officers of the Debtors; (c) the Debtors' Professionals; (d) the Largest Customers of the Debtors; (e) the Debtors' Insurers; (f) Counterparties to Significant Leases;

---

<sup>5</sup> Like many of its peer law firms, Armstrong Teasdale increases the hourly billing rate of attorneys and paraprofessionals periodically in the form of step increases in the ordinary course on the basis of advancing seniority and promotion. The step increases do not constitute "rate increases" (as the term is used in the United States Trustee Guidelines).

<sup>6</sup> In applying to the Court for payment of compensation and reimbursement of expenses, Armstrong Teasdale will also make reasonable efforts to comply with the United States Trustee Guidelines.

(g) Counterparties to Significant Executory Contracts; (h) Counterparties to Current and Potential Litigation; (i) Government Regulatory Authorities; (j) Utilities of the Debtors; (k) Taxing Authorities; (l) the Indenture Trustee; (m) Surety Bonds; (n) Bondholders; (o) Shareholders; (q) Landowners; (r) Landlords (s) Royalty Payment Recipients; (t) Bankruptcy Judges for the Eastern District of Missouri; (u) Attorneys for the U.S. Trustee; (v) Significant Vendors of the Debtors; (w) Top 50 Creditors of the Debtors; and (x) Other Vendors of the Debtors. The identities of the Interested Parties are set forth on Schedule 1 hereto.

13. To check and clear potential conflicts of interest in these cases, as well as to determine all “connections” (as such term is used in Bankruptcy Rule 2014) to the Debtors, their creditors, other parties in interest, their respective attorneys and accountants, the United States Trustee or any person employed in the office of the United States Trustee, Armstrong Teasdale researched its client database for the past two years to determine whether it had any relationships with the Interested Parties. Armstrong Teasdale began running conflict checks on the parties in interest in August 2017 and continued to run conflict checks thereafter as new parties in interest were identified. To the extent that Armstrong Teasdale’s research of its relationships with the Interested Parties indicates that Armstrong Teasdale has represented in the past two years, or currently represents, any of these entities in matters unrelated to these chapter 11 cases, the identities of these entities and such entities’ relationship to the Debtors and connection to Armstrong Teasdale are set forth in Schedule 2 hereto.

14. To the best of my knowledge and belief, insofar as I have been able to ascertain after reasonable inquiry, neither I, nor Armstrong Teasdale nor any partner, associate or other professional thereof has any connection with the Debtors, their creditors, the United States

Trustee or any other party with an actual or potential interest in these chapter 11 cases or their respective attorneys or accountants, except as set forth below and in Schedule 2 hereto.

15. Armstrong Teasdale has not, does not and will not represent any entity other than the Debtors in these chapter 11 cases.

16. Prior to the Petition Date, Armstrong Teasdale performed certain legal services for certain of the Debtors, as described herein and in the Application. After the completion of any necessary adjustments to the amount and application of the Retainer proceeds, the Debtors will not owe Armstrong Teasdale any amount for services performed prior to the Petition Date. Armstrong Teasdale has more than 230 attorneys in ten offices around the world. It is possible that certain Armstrong Teasdale attorneys or employees hold interests in mutual funds or other investment vehicles that may own the Debtors' securities or the securities of entities that own the Debtors' securities.

**Armstrong Teasdale Is a Disinterested Person**

17. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, Armstrong Teasdale is a "disinterested person," as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code, in that: (a) Armstrong Teasdale has no connection with the Debtors, their creditors, the United States Trustee, any person employed in the office of the United States Trustee or any other party with an actual or potential interest in these chapter 11 cases or their respective attorneys or accountants, except as set forth herein; (b) Armstrong Teasdale is not a creditor, equity security holder or insider of the Debtors; (c) no Armstrong Teasdale partner, associate or other professional is, or was within two years of the Petition Date, a director, officer or employee of the Debtors; and (d) Armstrong Teasdale neither holds nor represents an interest materially adverse to the Debtors or their estates.

18. Armstrong Teasdale currently represents, and has formerly represented, certain affiliates, subsidiaries and entities associated with the Debtors' current and recent former officers and directors. Armstrong Teasdale does not believe that its current and prior representation of the affiliates, subsidiaries, and entities associated with certain officers and directors precludes it from being a disinterested party under the Bankruptcy Code.

19. Despite the efforts described above to identify and disclose connections with parties in interest in these cases, because the Debtors are a large enterprise with hundreds of creditors and other relationships, and because Armstrong Teasdale is an international firm with more than 230 attorneys in ten offices, Armstrong Teasdale is unable to state with certainty that every client representation or other connection of Armstrong Teasdale has been disclosed. In this regard, if Armstrong Teasdale discovers additional information that requires disclosure, Armstrong Teasdale will file supplemental disclosures with the Court.

20. In the event that Armstrong Teasdale's representation of the Debtors in connection with any matter in these chapter 11 cases would result in it becoming adverse to a party in interest that gives rise to a professional conflict, the Debtors shall retain separate counsel to represent their interests with respect to such matter against such party.

**Statement Regarding United States Trustee Guidelines**

21. Armstrong Teasdale intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these chapter 11 cases in compliance with applicable provisions of the Bankruptcy Code, Bankruptcy Rules, Local Bankruptcy Rules, and any other applicable procedures and orders of the Court. As it has done in connection with the Application, Armstrong Teasdale also intends to make a reasonable effort to comply with the United States Trustee's requests for information and additional disclosures as set

forth in the United States Trustee Guidelines in connection with the interim and final fee applications to be filed by Armstrong Teasdale in these chapter 11 cases.

22. The following information is provided in response to the request for additional information set forth in Paragraph D.1 of the United States Trustee Guidelines:

**Question:** Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?

**Response:** No. The hourly rates Armstrong Teasdale will bill for this engagement are consistent with the rates that Armstrong Teasdale charges other comparable chapter 11 clients, and the rate structure provided by Armstrong Teasdale is appropriate and is not significantly different from (a) the rates that Armstrong Teasdale charges in other non-bankruptcy representations or (b) the rates of other comparably skilled professionals for similar engagements.

**Question:** Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

**Response:** No.

**Question:** If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If your billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

**Response:** Armstrong Teasdale's current hourly rates for services rendered on behalf of the Debtors ranges as follows<sup>7</sup>:

---

<sup>7</sup> While the rate ranges provided for in this Application may change if an individual leaves or joins Armstrong Teasdale, and if any such individual's billing rate falls outside the ranges disclosed above, Armstrong Teasdale does not intend to update the ranges for such circumstances.



<b><u>Billing Category</u></b>	<b>U.S. RANGE</b>
Partners	\$335 - \$660
Of Counsel	\$300 - \$575
Associates	\$225 - \$405
Paralegals	\$110 - \$305
Law Clerks	\$200 - \$235

Armstrong Teasdale represented the Debtors during the twelve month period before the Petition Date, using the hourly rates listed above.

**Question:**

Has your client approved your prospective budget and staffing plan, and, if so, for what budget period?

**Response:**

A budget has been discussed and approved among counsel and the client.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing  
is true and correct.

Dated: November 1, 2017  
St. Louis, Missouri

Respectfully submitted,

/s/ Richard W. Engel, Jr.

Richard W. Engel, Jr., MO 34641  
Armstrong Teasdale LLP  
7700 Forsyth Boulevard, Suite 1800  
St. Louis, MO 63105  
Telephone: (314) 621-5070  
Facsimile: (314) 612-2242  
Email: [rengel@armstrongteasdale.com](mailto:rengel@armstrongteasdale.com)

**Schedule 1**

**Interested Parties**

**CURRENT AND RECENT FORMER ENTITIES  
AFFILIATED WITH THE DEBTORS**

ARMSTRONG ENERGY, INC.  
ARMSTRONG ENERGY HOLDINGS, INC.  
ARMSTRONG COAL SALES, LLC  
THOROUGHFARE MINING, LLC  
WESTERN DIAMOND LLC  
WESTERN LAND COMPANY, LLC  
ARMSTRONG COAL COMPANY, INC.  
ARMSTRONG AIR, LLC  
ARMSTRONG LOGISTICS SERVICES, LLC  
ARMSTRONG FABRICATORS, INC.  
ARMSTRONG TECHNOLOGY SERVICES, LLC  
CERALVO HOLDINGS, LLC  
ELK CREEK GP, LLC  
ELK CREEK OPERATING GP, LLC  
ELK CREEK OPERATING, LP  
MG MIDSTREAMING, LLC  
RAM TERMINALS, LLC  
TERMINAL HOLDINGS, LLC  
THOROUGHbred RESOURCES, LP  
WESTERN MINERAL DEVELOPMENT, LLC

**CURRENT AND RECENT FORMER  
DIRECTORS AND OFFICERS OF THE  
DEBTORS**

J. HORD ARMSTRONG, III  
MARTIN D. WILSON  
JEFFREY F. WINNICK  
RICHARD L. CRAIG  
ERIC R. WALLER  
ADAM D. ANDERSON  
LOUIS B. SUSMAN  
JAMES C. CRAIN  
GREG A. WALKER  
DAVID L. HARRIS  
W. HOWARD KEENAN  
BRYAN R. LAWRENCE  
JOSEPH M. STOPPER  
KENNETH E. ALLEN  
J. RICHARD GIST  
JACQUELYN A. JONES  
ANSON M. BEARD, JR.  
RICHARD F. FORD  
BRYAN H. LAWRENCE  
SCOTT A. BOYLEN  
DAVID R. COBB  
BRIAN G. LANDRY

**DEBTORS' PROFESSIONALS**

KIRKLAND & ELLIS LLP  
DONLIN RECANO & COMPANY, INC.  
MAEVA GROUP, LLC  
HOULIHAN LOKEY CAPITAL, INC.

PAUL, WEISS, RIFKIND, WHARTON &  
GARRISON LLP  
ARMSTRONG TEASDALE LLP  
BINGHAM GREENBAUM DOLL LLP  
BUCHANAN INGERSOLL & ROONEY PC  
BUTLER SNOW LLP  
COX & MAZZOLI PLLC  
DATHORD & BUTLER, LLC  
DRESSMAN BENZINGER LAVELLE PSC  
DRINKER BIDDLE & REATH LLP  
FURMAN & NILSEN PLLC  
GORDON LAW OFFICES, P.S.C.  
HUNTON & WILLIAMS LLP  
JACKSON KELLY PLLC  
KAPLAN & PARTNERS LLP  
LOWENBAUM LAW  
MILLER & WELLS, PLLC  
NASH MARSHALL, PLLC  
RAJKOVICH, WILLIAMS, KILPATRICK & TRUE,  
PLLC  
STEPTOE & JOHNSON PLLC  
STITES & HARBISON, PLLC  
STOLL KEENON OGDEN PLLC  
ADP, LLC  
ADVANCED INVESTIGATIVE SOLUTIONS, INC.  
ANTHEM BLUECROSS, BLUESHIELD  
ASSOCIATED ENGINEERS  
ASSURED PARTNERS OF MISSOURI, LLC  
AT&T BUSINESS SERVICES  
AT&T GLOBAL NETWORK SERVICES  
BDO  
CLAY MASON & ASSOCIATES  
EDWARD JONES  
ERNST & YOUNG LLP  
GRANT THORNTON  
ILLUMITI CORPORATION  
LOCKTON COMPANIES  
MASSACHUSETTS MUTUAL LIFE INSURANCE  
COMPANY  
MCGRIFF, SEIBELS & WILLIAMS, INC.  
NETELLIGENT CORPORATION  
ONX MANAGED SERVICES  
PROTIVITI

**LARGEST CUSTOMERS OF THE DEBTORS**

ARMSTRONG RESOURCES MANAGEMENT  
CORP.  
DUKE ENERGY CAROLINAS, LLC  
DUKE ENERGY KENTUCKY, INC.  
KENTUCKY UTILITIES COMPANY  
LOUISVILLE GAS & ELECTRIC COMPANY  
OWENSBORO MUNICIPAL UTILITIES  
TAMPA ELECTRIC COMPANY  
TENNESSEE VALLEY AUTHORITY

**INSURERS OF THE DEBTORS**

TRAVELERS PROPERTY & CASUALTY CO. OF  
AMERICA  
AMERICAN GUARANTEE & LIABILITY  
INSURANCE CO.  
AMERICAN ZURICH INSURANCE COMPANY  
NATIONAL UNION FIRE INSURANCE  
COMPANY OF PITTSBURGH, PA  
QBE INSURANCE CORPORATION  
OLD REPUBLIC INSURANCE COMPANY  
STARR INDEMNITY AND LIABILITY COMPANY

**COUNTERPARTIES TO SIGNIFICANT LEASES**

MUELLER PROS, LC  
KBSII PIERRE LACLEDE CENTER, LLC  
NORTON LILLY INTERNATIONAL, INC.

**COUNTERPARTIES TO SIGNIFICANT  
EXECUTORY CONTRACTS**

BANK OF AMERICA LEASING & CAPITAL, LLC  
AERO CHARTER, INC.  
BRANDEIS MACHINERY & SUPPLY COMPANY  
GENERAL ELECTRIC CAPITAL CORPORATION  
KOMATSU FINANCIAL LIMITED PARTNERSHIP  
CATERPILLAR FINANCIAL SERVICES  
CORPORATION  
DEUTSCHE LEASING USA, INC.  
ATLAS COPCO CUSTOMER FINANCE USA, LLC  
UGM ADDCAR SYSTEMS, LLC  
MACQUARIE CORPORATE AND ASSET  
FUNDING INC.  
JOY GLOBAL UNDERGROUND MINING, LLC  
CATERPILLAR FINANCIAL SERVICES  
CORPORATION

**COUNTERPARTIES TO CURRENT AND  
POTENTIAL LITIGATION**

TERRI QUALLS  
BARRY BAXTER  
PAMELA WILSON  
ANDREA KIRK  
DELTA COALS  
GEORGE W. LEWIS AND SHANNON LEWIS  
LAMONT DRAKE  
RUTH JEAN LEWIS  
BARBARA ROBISON  
ROBERT ROBISON  
ROY DANIEL BRATCHER  
AARON D. BRATCHER  
JENNY BRATCHER  
CHARLES EDWARD CARTER  
CAROL B. CARTER  
JENSCINNA A. CARTER  
SHARON K. CARTER SMITH  
MARK SMITH  
WILLIAM D. CARTER  
DEBRA H. CARTER  
LESLIE R. COOMER  
STEPHEN L. COOMER

MINE SAFETY & HEALTH ADMINISTRATION  
TATE RICH  
EARL RAY IPOX  
THOMAS GIBSON  
TROY PEVELER  
RICHARD BROTHERS  
RONNIE DINSMORE  
DONNIE MORGAN  
TERRY BIVINS  
BARRY BALL  
WILLIAM RAY MARTIN  
DAVID A. SMILEY  
MARK MASON  
CHARLES DUFF  
RICKEY BAIZE  
WILLIAM MATHENY  
BOBBY SEXTON  
RICHARD VINCENT  
JAMES FRANKLIN  
MARVIN MITCHELL  
BRANDON BROWN  
BARRY BALL  
DONALD KING  
ERIC VIRGIN  
DANNY PRESSLEY  
BRANDON SHEMWELL  
DWIGHT ARNOLD  
BRIAN PIPER  
TOMMY ANDERSON  
TONY HOSKINS  
JOSEPH GRUBB  
JOHN ROBINSON  
CHARLES BUSH  
MICHAEL WILSON  
ERIK DEMOND  
LONNIE COUH  
JEREMY BEARDEN  
DAVID M. FOOKS  
NEELY E. LONEY  
REUBEN WAYNE SHEMWELL  
DANIEL RILEY

**GOVERNMENT REGULATORY AUTHORITIES**

COMMONWEALTH OF KENTUCKY ENERGY  
AND ENVIRONMENT CABINET  
UNITED STATES OFFICE OF SURFACE MINING  
KENTUCKY OFFICE OF THE RECLAMATION  
GUARANTY FUND

**UTILITIES OF THE DEBTORS**

KENTUCKY UTILITIES COMPANY  
KENERGY CORPORATION  
UNION COUNTY WATER DISTRICT  
MUHLENBERG COUNTY WATER DISTRICT  
CITY OF CENTERTOWN  
AT&T IP FLEXIBLE REACH  
AT&T  
AT&T MOBILITY  
COLEMAN BROTHERS, INC.

MADISONVILLE MUNICIPAL UTILITIES  
ATMOS ENERGY  
CHARTER COMMUNICATIONS

**TAXING AUTHORITIES**

DEPARTMENT OF REVENUE – KENTUCKY  
DEPARTMENT OF REVENUE – MISSOURI  
DEPARTMENT OF REVENUE – DELAWARE  
UNITED STATES OFFICE OF SURFACE MINING  
KENTUCKY OFFICE OF THE RECLAMATION  
GUARANTY FUND  
UNITED STATES INTERNAL REVENUE SERVICE  
KENTUCKY WORKERS' COMPENSATION  
FUNDING COMMISSION

**INDENTURE TRUSTEE**

WELLS FARGO BANK, N.A.

**SURETY BONDS**

LEXCON INSURANCE COMPANY

**BONDHOLDERS**

BLUE MOUNTAIN  
CASPIAN  
GUARDIAN CAPITAL GROUP  
MARATHON  
GOLDENTREE  
TEACHERS  
PANNING  
NEW GENERATION  
WAMCO  
TELEMETRY  
PHOENIX  
CEDARVIEW  
FIRST WESTERN  
NUVEEN  
ANSON (PREVIOUS BOD)

**SHAREHOLDERS**

YORKTOWN ENERGY PARTNERS VII, L.P.  
YORKTOWN ENERGY PARTNERS VIII, L.P.  
YORKTOWN ENERGY PARTNERS IX, L.P.

**LANDOWNERS**

AARON D. BRATCHER  
AARON FRANCIS  
ALLEN GRAY LTD. PTR. II  
ALLEN GRAY LTD. PTR. III  
ALLYSON S. ABEL  
AMANDA WESTERFIELD  
AMERICAN LAND HOLDINGS OF KY, LLC  
ANGELA D. AND DAVID C. JONES  
ANN C. & GARRY D. LACEFIELD  
ANNA L & ALBERT SPEAKS  
ANNA L. DORTCH  
ANNA LAURA DORTCH/FARM CREDIT  
SERVICE  
ANNE F. ROGERS FAMILY, LLC  
BARBARA ROBINSON

BERTHA S GRIDER  
BETTY R. CRAIG TRUST  
BEVIL BROS. FUNERAL HOME  
BILL & BRENDA LEE MCVAY  
BORDLEY CHURCH OF CHRIST  
BRAD LACEFIELD  
BRADFORD AND MIRANDA LUPPINO  
BRIAN KEITH CASEBIER  
BRIAN LACEFIELD  
C.E. MARTIN HEIRS LLC  
CAROL B. CARTER  
CHARLES EDWARD CARTER  
CHARLES W. PROCTOR  
CHRISTOPHER A. COOMER  
CLYDE RICHARD DANKS  
COAL AGE, INC.  
CONNIE & KEVIN ELDER  
CORA LEE GOODMAN  
DAISY SCROGGINS  
DAMIEN LEE BROWN  
DANIEL L LACEFIELD  
DARRON H & MARTHA J KELLY  
DAVID CASEBIER  
DAVID COBB  
DAVID L. & ANN PEARCE  
DELTA COALS, LLC  
DENNIE L GRIDER  
DENNIS HOWARD WOODS  
DENNIS RAY FARRIS  
DENNIS WOODS  
DIANNA & LONNIE TERRELL  
DON GOAD  
DON KING  
DONALD L YARBER AND SHIRLEY J YARBER  
DOROTHY F. WILLETT  
DOROTHY RUSSELL  
DOUGLAS SUMNER  
DUNCAN FAMILY MINERAL, LLC  
EDWARD ZACKERY  
ELAINE & GLENN ARMSTRONG  
EMOGENE S. MARTIN  
FELICIA LEIGH-ANN HUGHES  
GENEVA G. & LONNIE R. FULKERSON  
GENEVA G. FULKERSON  
GEORGE W. LEWIS, JR.  
GERALD & LINDA POWERS  
GERALD WAYNE POWERS  
GLENDALE & WANDA JAMES  
GLENN W. DANKS  
HAZEL BIRCHWELL  
J.L. ROGERS FAMILY, LLC  
JAMES M. BROWN  
JAMES & GAIL MCVAY  
JAMES L ROGERS III  
MARY M. ROGERS  
JANIS LITTLE  
JENNA CARTER VARDELL  
JENNIE L ELLIS  
JENNY BRATCHER TRUST

JENSCINNA A. CARTER  
JERRY & ZEXIA BISHOP  
JERRY C BISHOP AND ZEXIA BARNES BISHOP  
JESSICA GWENLYN  
JIM V. & CAROLYN R. MADDOX  
JIM V. MADDOX  
JOE BRENT GRIDER, SR.  
JOE MICHAEL AND KRISTINA BARNARD  
JOEL IGLEHEART  
JOHN JR. AND PATRICIA BROWN  
JOHN A. BROWN  
JOHN B. CASEBIER  
JOHN RYAN WHITE & BROOKE WHITE  
JOHN W. AND JANET HOCKER  
JOSEPH & SARA ROE  
JOSEPH L. AND ROSE A. RALPH  
JOSEPHINE ROE  
JUDITH MCCROCKLIN  
KARREN SUE KING  
KATHERINE & TODD PHOTOPULOS  
KATHY PROCTOR  
KELLY RICHARD DANKS  
KENNETH E. ALLEN  
LANCE W. AND HEATHER BRANTLEY  
LARRY EDMONSON  
LILLIAN POTTS  
LOLA JONES  
LTC JAMES VERNON COLE & HEIKE COLE  
LYMAN P AND JOYCE M BARNES  
MARGARET JOYCE BEARD  
MARK LITTLE  
MARK LIVERS  
MARTHA ROGERS HAAS  
MARY NELL WHITE  
MEGAN GUARD CARTER  
MELINDA T. CARTER  
MELISSA ANN DANKS SANDBERG  
MICHAEL EDGAR DANKS  
MICHELINE L. QUEEN  
MINDA G. PEARSON  
MORRIS KELLEY  
NANCY PRENZNO  
NELL GREGORY FARTHING  
NOEL D. & RHONDA D. CAVENDER  
NOLA CASEBIER  
NORA STEWART  
NORMAN RAY AND ROMA H POTTS  
PATTY PEACOCK AND GARY PEACOCK  
PEGGY POTTS NEELEY & JIMMY C. NEELE  
PHILLIP ANDREW DANKS  
RHETT A. HARTKE  
RICHARD I CARRIER  
RICHARD W & JANET WHITE  
ROBERT S & MARIE WHITE  
RONAD A. DANKS  
RONICA D. HAGEMAN  
ROY DANIEL BRATCHER  
RUSTIN D. HARTKE  
RUTH AND CONRAD SZYMANSKI

RUTH JEAN LEWIS  
RYAN W. HARTKE  
SAMUEL A. FRANCIS  
SHANNON L. LEWIS  
SHARON GRIDER  
SHARON K. CARTER  
SHARON K. CARTER-SMITH  
FEB I. TAYLOR  
SHERRY ANN MADDOX TAYLOR  
STEPHEN L. COOMER  
SUE H BARTLETT  
SUE R JOHNSON  
SUE ROGERS JOHNSON  
T G JR & JEAN ROGERS  
TALMAGE G. JR. & JEAN M. ROGERS  
TALMAR, LLC  
THE ESTATE OF RUTH LEWIS  
THOMAS ALLEN WILLETT  
THOMAS MCCROCKLIN, JR.  
TIMOTHY L. & MARY E. STENBERG  
TIMOTHY L. STENBERG  
VIRGINIA STAUDE  
WALTER REED & ANDREA WHITE  
WALTER U. & LAURIE PEARCE  
WESTERN KENTUCKY ROYALTY TRUST  
WILLIAM D. CARTER  
WILLIAM HOLLADAY  
WILLIAM W & LYNN M LISTA  
WILLIAM W. JR. & CHARLOTTE ANN CASEBIER

**LANDLORDS**

PIERRE LACLEDE OFFICE INVESTORS, LLC

**ROYALTY PAYMENT RECIPIENTS**

ALCOA FUELS, INC.  
ALLEN GRAY LIMITED PARTNERSHIP II  
ALLEN GRAY LIMITED PARTNERSHIP III  
ALLYSON S. ABEL  
AMANDA WESTERFIELD  
ANGELA DANIELLE AND DAVID C. JONES  
ANN CHERYL AND GARRY DALE LACEFIELD  
ANNA AND ALBERT SPEAKS  
ANNE F. ROGERS FAMILY, LLC  
BERTHA S. GRIDER  
BETTY CRAIG  
BILLY MCVAY AND BRENDA LEE MCVAY  
BORDLEY CHURCH OF CHRIST  
BRADFORD AND MIRANDA LUPPINO  
BRENDA COLLINS  
BRUCE AND GLADYS MOORE  
CAROL B. CARTER  
CAROLYN GENTRY GISH  
CENTRAL STATES COAL RESERVES OF  
KENTUCKY  
CHARLES SNODGRASS  
CHARLES W. PROCTOR  
CLYDE RICHARD DANKS  
CONNIE ELDER AND KEVIN ELDER  
CORA L. GOODMAN

CYPRUS CREEK LAND COMPANY  
CYPRUS CREEK LAND RESOURCES, LLC  
DAISY CURTIS SCROGGINS  
DAMIEN AND DEBORAH BROWN  
DARRON KELLEY & MARTHA J. KELLEY  
DAVID C. CRAIG  
DAVID COBB  
DAVID GREGORY  
DAVID L. AND ANN PEARCE  
DENNIE AND SHELIA GRIDER  
DENNIE LEE GRIDER  
DENNIS AND BRENDA WOODS  
DENNIS RAY FARRIS  
DIAMOND MINERAL GROUP, INC.  
DIANNA TERRELL AND LONNIE TERRELL  
DONALD L. YARBER & SHIRLEY J. YARBER  
DOROTHY F. WILLETT  
DOROTHY RUSSELL  
DUNCAN FAMILY MINERAL LLC  
ELAINE AND GLENN ARMSTRONG  
ELLA LOUISE AND CARL ADDINGTON  
EMOGENE S. MARTIN  
FELICIA LEIGH-ANN HUGHES  
GENE ROCHEFORT  
GENEVA AND LONNIE FULKERSON  
GEORGE W. LEWIS  
GLENN W. AND RONALD A. DANKS  
HAROLD GREGORY  
HAZEL BIRCHWELL  
HERITAGE COAL COMPANY, LLC  
J.L. ROGERS FAMILY, LLC  
JAMES AND LOLA JONES  
JAMES GREGORY  
JAMES L. ROGERS, III AND MARY M. ROGERS  
JAMES M. BROWN  
JAMES MCVAY AND BRENDA GAIL MCVAY  
JANETTE SNODGRASS  
JENNA CARTER VARDELL  
JENNIE L. ELLIS AND GLENDLE G. ELLIS  
JERRY CARSON AND ZEXIA BARNES BISHOP  
JESSICA GWENLYN  
JIM V. AND CAROLYN MADDOX  
JOE BRENT GIRDER  
JOE BRENT GRIDER, JR.  
JOE MICHAEL BARNARD  
JOHN & BROOKE WHITE  
JOHN B. CASEBIER AND NAZANIN CASEBIER  
JOHN M. GRIDER  
JOHN T. CASEBIER  
JOHN W. AND JANET HOCKER  
JOSEPH L AND ROSE A. RALPH  
JOSEPH MICHAEL AND SARA KELLY ROE  
JUDITH MCCROCKLIN  
KAITLIN M. GRINDER  
KARREN SUE KING  
KATERIA C. BARNES  
KATHERINE FELICE PHOTOPULOS AND TODD  
PHOTOPULOS  
KATHY PROCTOR

KELLY RICHARD DANKS  
KENNETH E. ALLEN  
LANCE W. BRANTLEY AND HEATHER  
BRANTLEY  
LARRY SNODGRASS  
LILLIAN POTTS  
LTC JAMES VERNON COLE & HEIKE COLE  
LYMAN P. AND JOYCE M. BARNES  
MARGRET JOYCE BEARD  
MARJORIE PEARCE WILHITE AND JAMES  
LOUIS WILHITE  
MARJORIE THOMPSON  
MARK LITTLE AND JANIS LITTLE  
MARY NELL WHITE  
MARY SNODGRASS  
MEGAN GUARD CARTER  
MELINDA T. CARTER  
MELISSA ANN DANKS SANDBERG  
MICHAEL EDGAR DANKS  
MICHELINE L. QUEEN  
MIDWEST COAL RESERVES OF KENTUCKY,  
LLC  
MORRIS D. KELLEY JR. AND MANDY B.  
KELLEY  
NELL GREGORY FARTHING  
NOEL DOUGLAS AND RHONDA CAVENDAR  
NOLA CASEBIER  
NORMAN RAY POTTS  
PAMELA GABRIELLE FOWLER  
PATRICIA AND EDDIE SIMPSON  
PATTY PEACOCK & GARY PEACOCK  
PEGGY & JIMMY NEELEY  
PEGGY GRAHAM  
PHILLIP ANDREW DANKS  
RHETT A. HARTKEE  
RICHARD & JANET WHITE  
RICHARD I. CARRIER  
RICHARD L. HOCKER  
RITA FLEDBUSCH  
ROBERT & MARIE WHITE  
RONALD C. BROWN  
RONICA D. HAGEMAN  
RUBY DAUGHERTY POA GIVEN TO STEPHEN  
N. DAUGHERTY  
RUSTIN D. HARTKE  
RUTH ANN HOCKER SZYMANSKI AND  
CONRAD SYZMANSKI  
RYAN W. HARTKE  
SHANNON LEWIS  
SHERRY ANN AND FEB I. TAYLOR  
STAN W. JOHNSON & BARBARA A. JOHNSON  
SUE AND BILL MILLER  
SUE ROGERS JOHNSON  
TALMAR OF FL, LLC  
TALMAR, LLC  
TERRY GREGORY  
THOMAS ALLEN WILLETT  
THOMAS MCCROCKLIN, JR.  
TIMOTHY AND MARY STENBERG



TOMMY AND BETTY SNODGRASS  
VIRGINIA L. STAUDE  
WALTER & ANDREW WHITE  
WALTER U. AND LAURIE PEARCE  
WARREN C. AND JOSEPHINE ROE  
WESTERN KENTUCKY ROYALTY TRUST  
WILLIAM A. HOLLADAY  
WILLIAM LEON COLE IV AND CAROL ANN  
COLE  
WILLIAM TODD PAUL  
WILLIAM W. CASEBIER, JR. AND CHARLOTTE  
ANN CASEBIER  
WILLIAM W. LISTA & LYNN M. LISTA  
YOUNG MANUFACTURING CO. INC.

**UNITED STATES BANKRUPTCY JUDGES FOR  
THE EASTERN DISTRICT OF MISSOURI**

BARRY S. SCHERMER  
CHARLES E. RENDLEN III  
CHIEF JUDGE KATHY SURRATT-STATES

**SIGNIFICANT VENDORS OF THE DEBTORS**

ASSOCIATED ENGINEERS, INC.  
BANK DIRECT CAPITAL FINANCE  
BLAIR TIRE SALES  
BRANDEIS MACHINERY & SUPPLY COMPANY  
BRIAN'S BATTERY, LLC  
CARROLL ENGINEERING COMPANY  
COLEMAN BROTHERS INC.  
CONN-WELD INDUSTRIES INC.  
FLSMIDTH KREBS INC.  
GMS MINE REPAIR – MIDWEST  
H&G LIMESTONE PRODUCTS  
HERITAGE PETROLEUM, LLC  
HIBBS ELECTROMECHANICAL INC.  
HOULIHAN LOKEY CAPITAL, INC.  
JENNCHEM, LLC  
JENNMAR CORPORATION  
JOY GLOBAL MINING, LLC – COSIGNMENT  
JOY GLOBAL UNDERGROUND MINING, LLC  
KENERGY  
KENTUCKY UTILITIES  
LANCECO., INC.  
MADISONVILLE TIRE & RETREADING  
MINE EQUIPMENT & MILL SUPPLY  
MOODY'S INVESTOR SERVICE  
NALCO COMPANY  
OVERLAND CONVEYING SYSTEMS  
PIONEER CONVEYOR, LLC  
PROTIVITI  
QUALITY MAGNETITE, LLC  
RAY JONES TRUCKING, INC.  
RUBY CONCRETE COMPANY  
RUDD EQUIPMENT COMPANY  
S&L INDUSTRIES, LLC  
SGS NORTH AMERICA INC.  
SMITH-MANUS  
STAR MINE SERVICES, INC.  
UNITED CENTRAL INDUSTRIAL SUPPLY CO.

VEYANCE INDUSTRIAL SERVICES, INC.  
WABASH MARINE, INC.  
WHAYNE SUPPLY COMPANY  
WHITCO ENTERPRISES, INC.  
WOODRUFF SUPPLY COMPANY INC.

**TOP 30 CREDITORS OF THE DEBTORS**

BANK CREDIT CAPITAL FINANCE  
BRANDEIS MACHINERY & SUPPLY COMPANY  
BRIAN'S BATTERY, LLC  
CARROLL ENGINEERING COMPANY  
CONN-WELD INDUSTRIES, INC.  
GMS MINE REPAIR – MIDWEST  
H&G LIMESTONE PRODUCTS  
HERITAGE PETROLEUM, LLC  
HOULIHAN LOKEY CAPITAL, INC.  
JENNCHEM, LLC  
JENNMAR CORPORATION  
JOY GLOBAL MINING, LLC – COSIGNMENT  
JOY GLOBAL UNDERGROUND MINING, LLC  
KENERGY  
KENTUCKY UTILITIES  
MADISONVILLE TIRE & RETREADING  
MINE EQUIPMENT & MILL SUPPLY  
NALCO COMPANY  
OVERLAND CONVEYING SYSTEMS  
PIONEER CONVEYOR, LLC  
RAY JONES TRUCKING, INC.  
RUDD EQUIPMENT COMPANY  
S&L INDUSTRIES, LLC  
SGS NORTH AMERICA INC.  
STAR MINE SERVICES, INC.  
UNITED CENTRAL INDUSTRIAL SUPPLY CO.  
VEYANCE INDUSTRIAL SERVICES, INC.  
WABASH MARINE, INC.  
WHAYNE SUPPLY COMPANY  
WOODRUFF SUPPLY COMPANY INC.

**OTHER VENDORS OF THE DEBTORS**

A.L. LEE CORPORATION  
AARON D. BRATCHER  
AARON SIMPSON  
ABL SERVICES, INC.  
ABNEY AUTO GLASS  
ADAM ANDERSON  
ADP, INC.  
ADVANCE FEEDING SYSTEMS, INC.  
ADVANCED SOLUTIONS  
AERO CHARTER, INC.  
AFORDABLE SIGNS  
AGRIGRO FARM CENTER, INC.  
AIRGAS MID AMERICA  
AIRGAS USA, LLC  
ALL SOURCE INDUSTRIAL SUPPLY, INC.  
ALLEN GRAY LTD. PTR. III  
ALLYSON S. ABEL  
AMANDA WESTERFIELD  
AMAZON.COM, LLC  
AMERCABLE INCORPORATED



AMERICAN COAL COUNCIL  
AMERICAN ELECTRIC EQUIPMENT, INC.  
AMERICAN EXPRESS  
AMERICAN HERITAGE LIFE INSURANCE CO.  
AMERICAN HYDRAULICS & REBUILD  
AMERICAN LAND HOLDINGS OF KY, LLC  
AMERICAN PRINTING COMPANY  
AMERICAN SAFETY & HEALTH INSTITUTE  
ANCHOR HYDRAULICS  
ANDY FULKERSON  
ANGELA D. AND DAVID C. JONES  
ANIXTER, INC.  
ANNE F. ROGERS FAMILY, LLC  
ANSON BEARD  
ANTHEM  
ANTHEM LIFE INSURANCE COMPANY  
ANTHONY ESTEVEZ  
ANTHONY MILLER  
ANTHONY YATES  
APPALACHIAN CITIZENS LAW CENTER  
APPLIED INDUSTRIAL TECHNOLOGIES  
ARIAN GREER  
ARMSTRONG COAL COMPANY – KRONOS  
ARMSTRONG COAL COMPANY, INC.  
ARMSTRONG COAL PAC  
ARMSTRONG RESOURCE MANAGEMENT  
CORP.  
ARMSTRONG TEASDALE, LLP  
ASSOCIATED ENGINEERS, INC.  
ASSOCIATED PALLET, INC.  
ASSOCIATED RAILROAD CONTRACTORS, INC.  
ASSUREDPARTNERS OF MISSOURI, LLC  
AT&T  
AT&T BUSINESS SERVICES  
AT&T GLOBAL NETWORK SERVICES, LLC  
AT&T IP FLEXIBLE REACH  
AT&T MOBILITY  
AT&T TELECONFERENCE SERVICES  
ATLAS COPCO CUSTOMER FINANCE USA  
ATMOS ENERGY  
AUTO ELECTRIC REPAIR  
AUXIER WELDING INC.  
B.F. EVANS FORD  
BANC OF AMERICA LEASING  
BANK DIRECT CAPITAL FINANCE  
BAPTIST HEALTH OCCUPATIONAL MED  
BARBARA ROBINSON  
BARRY FOX  
BARTON MACHINE, INC.  
BAUMGART BIT SUPPLY  
BDO  
BEARING HEADQUARTERS  
BEAVER DAM BUILDING SUPPLY  
BEAVER DAM VOLUNTEER FIRE DEPARTMENT  
BELT TECH INDUSTRIAL, INC.  
BESS COUNCIL  
BIG BROTHERS-BIG SISTERS  
BIG RED SUPPLY CO., INC.  
BIG RIVER RUBBER AND GASKET CO. INC.

BILLY JERNIGAN  
BINGHAM GREENBAUM DOLL LLP  
BISHOPS GROCERY  
BLACK EQUIPMENT CO.  
BLAIR TIRE SALES  
BLUE RIBBON COURIER, INC.  
BLUE RIBBON, INC.  
BLUEGRASS MATERIALS COMPANY, LLC  
BLUEGRASS MINE TOOL, INC.  
BMC GROUP VDR LLC  
BOBBY J. PHELPS  
BOBBY OLDHAM  
BOBBY PENROD  
BOMGAR CORPORATION  
BOOTH FIRE & SAFETY, INC.  
BOYD AND SONS MACHINERY, LLC  
BRADFORD SUPPLY COMPANY  
BRAKE SUPPLY CO., INC.  
BRANDEIS MACHINERY & SUPPLY COMPANY  
BRENNTAG MIDSOUTH, INC.  
BRIAN MILLER  
BRIAN'S BATTERY, LLC  
BRITTANY BRANSON  
BROWN'S RAMSEY CREEK FARM  
BRUCE L. BALL  
BUCHANAN PUMP SERVICE & SUPPLY, INC.  
BUDDY JOHNSTON  
BUTLER SNOW LLP  
BUTLER'S TRUE VALUE  
BYLER LUMBER, LLC  
C.E. MARTIN HEIRS LLC  
CAMERON B. MASON  
CAPTIVA MARKETING  
CARLSON SOFTWARE, INC.  
CAROL B. CARTER  
CARROLL ENGINEERING CO.  
CARTER PLUMBING AND HEATING INC.  
CARY PENTECOST  
CATERING & CREATIONS  
CATERPILLAR FINANCIAL SERVICES  
CAYCE MILL SUPPLY COMPANY, INC.  
CCH  
CDW DIRECT LLC  
CECIL BOWMAN  
CENTRAL CITY COUNTRY CLUB, INC.  
CENTRAL MAINE DIESEL IS, INC.  
CENTRAL SCREEN PRINTING, INC.  
CENTRIFUGAL & MECHANICAL INDUSTRIES  
CENTRIFUGAL SERVICES INC LLC  
CHARLES BUSH  
CHARLES E. DAUGHERTY  
CHARLES F. HENDERSON  
CHARLES TAYLOR  
CHARLES W RUSHING, JR.  
CHARTER COMMUNICATIONS  
CHASE PUMP & EQUIPMENT  
CHESLEY WILSON  
CHRIS BROOKS  
CHRISTOPHER A. COOMER

CHRISTY PIKE  
CINCINNATI MINE MACHINERY CO.  
CINTAS  
CINTAS CORPORATION  
CITY OF CENTERTOWN  
CITY OF CLAYTON  
CLAY MACHINE WORKS, INC.  
CLAYTON PLAZA HOTEL  
CLEAN GREEN PORTA POTTIES, LLC  
COAL AGE, INC.  
COAL MINERS' RESPIRATORY CLINIC  
COLEMAN BROTHERS INC.  
COLES OFFICE OUTFITTERS INC.  
CONN-WELD INDUSTRIES INC.  
CONSOLIDATED ELECTRICAL DISTRIBUTOR  
CONSTRUCTIONS MACHINERY CO. LLC  
CORY EDWARDS  
CORY WILLIAMS  
COUNTRY CUPBOARD  
COX & MAZZOLI, PLLC  
COY TALLMAN  
CROP PRODUCTION SERVICES, INC. - #3  
CSE CORPORATION  
CT CORP.  
CUDA TOOLS, INC.  
CUMMINS CROSSPOINT, LLC  
CURTIS RICHEY  
CUSTOM ENGINEERING, INC.  
D. DAVID LEE  
D.B. CONTRACTING LLC  
D-A LUBRICANT COMPANY  
DANNY F. CLAYTON  
DANNY FULKERSON  
DAPCO, INC.  
DARREL E. BRILES  
DARRIN PARRENT  
DATE MINING SERVICES, LLC  
DATHORNE & BUTLER LLC  
DAUGHERTY, FOWLER, PEREGRIN, HAUGHT  
DAVE DINGESS  
DAVID COBB  
DAVID GREEN  
DAVID J. PURDY  
DAVID L. & ANN PEARCE  
DAVID L. HARRIS, JR.  
DAVID MCKINNEY  
DAVID WITHERSPOON  
DEAN DORTON ALLEN FORD, PLLC  
DEBBY MYERS  
DELAWARE SECRETARY OF STATE  
DELL MARKETING, LLP  
DELTA DENTAL OF KENTUCKY, INC.  
DENISE STRINGER  
DENNIE L GRIDER  
DENNIS MASSOTH  
DENNIS RAY FARRIS  
DEPARTMENT OF LABOR – MSHA  
DESHAZO CRANE COMPANY  
DEUTSCHE LEASING USA, INC.

DIAMOND MINERAL GROUP, LLC  
DIVISION OF ENFORCEMENT  
DONALD G. KING  
DONALD L. CARROLL  
DONALD R. WHITE  
DOUG HARRIS  
DOUGLAS SUMNER  
DOWNEY PROFESSIONAL CONSTRUCTION  
DOYLE TRADING CONSULTANTS, LLC  
DRESSMAN BENZINGER LAVELLE PSC  
DRINKER BIDDLE & REATH LLP  
DRIVES & CONTROLS SERVICES, INC.  
DUFF & PHELPS, LLC  
DYNAMIC FABRICATION INC.  
EBN  
EDDIE BARBER  
EDWARD ZACKERY  
EIC TECHNOLOGIES INC.  
ELAINE & GLENN ARMSTRONG  
ELISSA SUE HOLLIS  
ELPERS TRUCK EQUIPMENT  
ENERSYS DELAWARE, INC.  
ENTERPRISE WASTE OIL CO., INC.  
ERB EQUIPMENT COMPANY  
ERIC WALLER  
ERIEZ MANUFACTURING CO.  
ERNST & YOUNG  
EVAPAR  
FACO, LLC  
FAIRMONT SUPPLY CO.  
FARM PLAN  
FEDEX  
FELICIA LEIGH-ANN HUGHES  
FENNER DUNLOP  
FIBER INSTRUMENT SALES, INC.  
FIELDS CUSTOM EMBROIDERY  
FIRST CHOICE COURIER  
FIRST UNITED BANK  
FIRST-LINE FIRE EXTINGUISHER CO.  
FL SMIDTH SALT LAKE CITY, INC.  
FLANDERS ELECTRIC MOTOR SERVICES  
FL SMIDTH KREBS INC.  
FL SMIDTH SALT LAKE CITY, INC.  
FLUID POWER SERVICES INC.  
FLUID SYSTEMS, INC.  
FORESTRY SUPPLIERS, INC.  
FORREST A. YOUNKER  
FOUNDATION FIGHTING BLINDNESS  
FRANK H. NEELEY, JR.  
FRANK ROBERTS  
FREDDIE K. WELLS  
FREDDIE LOCKE  
FUCHS LUBRICANTS CO.  
FURMAN & NILSEN PLLC  
FURNITURE DISCOUNT WAREHOUSE  
G.A. HELFRICH  
GARY COMPTON  
GARY PHILLIPS  
GAULEY-ROBERTSON

GCR TIRE CENTERS  
GE TRANSPORTATION PARTS, LLC  
GE-FAIRCHILD LLC  
GENERAL MINE CONTRACTING INC.  
GEORGE W. LEWIS JR.  
GETMAN CORPORATION  
GM TELCOM INC.  
GMS MINE REPAIR – MIDWEST  
GORDON L. THOMPSON  
GORDON LAW OFFICES, P.S.C.  
GOULD ELECTRIC MOTOR  
GRACE EQUIPMENT, LLC  
GRADY LEE WINTON, JR.  
GRAINGER INDUSTRIAL SUPPLY CO, INC  
GRANT THORNTON LLP  
GREEN RIVER SAFETY COUNCIL  
GREENVILLE QUARRIES & QUAL BLACKTOP  
GREG A. WALKER  
GREG EAST  
H & G LIMESTONE PRODUCTS  
H. BRENT PHELPS  
HAMPTON INN & SUITES – MADISONVILLE  
HANNAN SUPPLY COMPANY  
HART EQUIPMENT CO. INC.  
HARTFORD BUILDING & SUPPLY  
HAULERS SUPPLY INC.  
HAYES INSTRUMENT CO INC  
HEINTZMANN CORPORATION  
HENRY’S PLUMBING, INC.  
HERITAGE PETROLUEM LLC  
HIBBS ELECTROMECHANICAL INC.  
HILLYARD, INC.  
HILTI, INC.  
HOARD CUSTOM SIGNS, LLC  
HOME CITY ICE  
HOME OIL & GAS CO  
HOPCROFT ELECTRIC, INC  
HOPKINS CO HEATING AIR & ELECTRICAL  
HOPKINS COUNTY CLERK  
HOULIHAN LOKEY CAPITAL, INC.  
HUNTON & WILLIAMS LLP  
ILLUMITI CORP  
IMPCO, INC  
INDOFF INC.  
INDUSTRIAL MACHINE SERVICES INC.  
INDUSTRIAL SERVICE & ELECTRONICS, INC  
INTERMOUNTAIN ELECTRONICS, INC.  
INTERNATIONAL DRILLER’S SUPPLY CO.  
IRON MOUNTAIN  
IRWIN MINE AND TUNNELING SUPPLY  
J. HORD ARMSTRONG, III  
J.L. ROGERS FAMILY, LLC  
JABO SUPPLY  
JACKSON KELLY PLLC  
JAMES BENNETT  
JAMES C. CRAIN  
JAMES L., III & MARY M. ROGERS  
JAMES MERCER  
JAMES R. TICHENOR

JAN DOUGLAS BUNDY  
JANICE HILL  
JARROD EVERLY  
JARROD FARRIS  
JASON REDDY  
JAYCEE DURHAM  
JEFF HEARLD  
JEFF SHANKS  
JEFFREY LOVAN  
JEFFREY WINNICK  
JEM SALES & SERVICE, INC.  
JENNA CARTER VARDELL  
JENNCHEM, LLC  
JENNMAR CORPORATION  
JENNY BRATCHER TRUST  
JERRY FIELDS  
JERRY SOUTHARD  
JESSICA GWENLYN  
JIM DAVID MEATS  
JIM WITAKER TRUCKING INC.  
JIM WILES  
JMS RUSSELL METAL CORPORATION  
JOANNA HASELMAN  
JOE BARNES  
JOE BRENT GRIDER, JR.  
JOE BRENT GRIDER, SR.  
JOE LEASURE & SONS, INC.  
JOE MICHAEL AND KRISTINA BARNARD  
JOHN B. CASEBIER  
JOHN BRUCE  
JOHN PLUNKETT  
JOHN W. AND JANET HOCKER  
JONATHAN OLDHAM  
JONATHAN MILLER  
JONES SEPTIC SERVICE  
JONES SEPTIC SERVICE LLC  
JOSEPH L. AND ROSE A. RALPH  
JOSEPH LOGSDON  
JOSEPH M. & SARA K. ROE  
JOSEPHINE ROE  
JOSHUA JUDGE  
JOY GLOBAL MINING, LLC – CONSIGNMENT  
JOY GLOBAL UNDERGROUND MINING, LLC  
JUDITH MCCROCKLIN  
JULIE HEZEL  
JUSTIN CROWLEY  
JUSTIN HOWE  
JUSTIN LAMB  
JUSTIN NEAL GREENWELL  
K & R REBUILD, LLC  
K&E TECHNICAL INC.  
K&S AUTOMOTIVE REPAIR, LLC  
KANAWHA MANUFACTURING COMPANY  
KANAWHA SCALES & SYSTEMS INC.  
KAPLAN & PARTNERS LLP  
KAREN’S CLEANING SERVICES  
KATHRYN KERLICK  
KBSII PIERRE LACLEDE CENTER, LLC  
KCTCS FOUNDATION, INC

KEITH WHITEHOUSE  
KENERGY  
KENNAMETAL INC MINING & CONSTRUCTION  
KENNETH E. ALLEN  
KENNETH HALL  
KENTUCKY ATHLETICS  
KENTUCKY DEPT OF REVENUE  
KENTUCKY STATE TREASURER  
KENTUCKY UTILITIES  
KERCO, INC.  
KINGS GREAT BUYS PLUS  
KIKRLAND & ELLIS LLP  
KLEINSCHMIDT, IN.C  
KM SPECIALTY PUMPS & SYSTEMS, INC.  
KOMATSU FINANCIAL LIMITED  
KY WORKER'S COMP FUNDING COMMISSION  
LANCECO, INC.  
LARRY EDMONSON  
LARRY G. WILSON  
LAWRENCE E. EMBRY  
LEADER-NEWS  
LEONARD WEIKEL  
LEXINGTON COAL EXCHANGE  
LIKENS & SONS PLUMBING SUPPLY  
LIL STEVIE'S PIZZA  
LINE POWER MFG. CORP.  
LOGAN CORPORATION  
LOLA JONES  
LOUIS B. SUSMAN  
LOUISVILLE DISTRICT CORPS OF ENGINEERS  
LOVELACE FARMS, INC.  
M & B AUTO PARTS  
MACQUARIE CORPORATE & ASSET FUNDING  
MADISONVILLE AUTO PARTS  
MADISONVILLE COMMUNITY COLLEGE  
MADISONVILLE GARAGE DOOR, INC.  
MADISONVILLE HOPKINS CO CHAMBER OF  
COMMERCE  
MADISONVILLE MUNICIPAL UTILITIES  
MADISONVILLE SUPPLY, INC.  
MADISONVILLE TIRE & RETREADING  
MAEVA GROUP, LLC  
MAGNUM DRILLING SERVICES INC.  
MALCOLM STEVEN RUSSELL  
MARILYN RICKARD  
MARJORIE PEARCE WILHITE  
MARK ANTHONY PHELPS  
MARLIN DAUGHERTY STEAM CLEANING  
MARTIN D. WILSON  
MARTIN ENGINEERING  
MARY LEE KNIGHT  
MASS MUTUAL FINANCIAL GROUP  
MATTHEW DUNLAP  
MAYO MANUFACTURING COMPANY, INC.  
MCCOY & MCCOY LABORATORIES, INC.  
MCLANAHAN CORPORATION  
MCLEAN COUNTY SHERIFF  
MCMASTER-CARR  
MEGAN GUARD CARTER

MELINDA T. CARTER  
MERCER  
METCALFE LANDSCAPING & GARDEN  
MEYER PRINTING  
MICHAEL PUTMAN  
MICKEY FITZHUGH  
MIDWEST BATTERY AND SUPPLY INC.  
MIDWESTERN MACHINE & HYDRAULICS  
MIKE COAKLEY  
MILLER & WELLS, PLLC  
MILLER BUILDING SUPPLY, INC.  
MINE EQUIPMENT & MILL SUPPLY  
MINE POWER SYSTEMS, INC.  
MINE SITE TECHNOLOGIES USA, INC.  
MINESAFE ELECTRONICS INC  
MISSISSIPPI LIME COMPANY  
MITCHELL WHITE  
MODERN WELDING  
MOODY'S INVESTORS SERVICE  
MOTION INDUSTRIES  
MUHLENBERG CO COURT CLERK  
MUHLENBERG CO. WATER DISTRICT  
N & H STEAMING, LLC  
NADEAN YOUNG  
NALCO COMPANY  
NANCY PIERCE  
NASH MARSHALL, PLLC  
NATIONAL ARMATURE & MACHINE  
NETELLIGENT CORPORATION  
NEW PIG CORPORATION  
NEW YORK COAL TRADE ASSOCIATION  
NICHOLS ELECTRIC SUPPLY  
NICK WOOLEN  
NOEL PROPERTIES, LLC  
NOLA CASEBIER  
OAKLEY STEEL PRODUCTS CO  
OAS, INC  
OB MOORE  
OFFICE OF SURFACE MINING  
OHIO CO HOSPITAL  
OHIO COUNTY CHAMBER OF COMMERCE  
OHIO COUNTY CLERK  
OHIO COUNTY FARM & GARDEN CENTER  
OHIO COUNTY MOTORS, LLC  
OHIO COUNTY SHERIFF  
OHIO COUNTY TIMES NEWS  
ONE HEALTH @ WORK MADISONVILLE  
O'NEAL STEEL, INC.  
ONX MANAGED SERVICES, INC.  
ONYETT FABRICATORS INC  
OSCAR RAMSEY  
OVERLAND CONVEYING SYSTEMS  
PADUCAH AND LOUISVILLE RAILWAY  
PADUCAH BLUEPRINT & SUPPLY CO  
PAMELA GABRIELLE RICHARDSON  
PATTY REAM  
PAUL, WEISS, RIFKIND, WHARTON  
PAUL'S REPAIR SHOP, INC.  
PETERSON TRUCK CENTER

PILLAR INNOVATIONS, LLC  
PIONEER CONVEYOR, LLC  
PIONEER SUPPLY  
PITNEY BOWES GLOBAL FINANCIAL SERVICES  
POLLARD & SONS EXCAVATING, LLC  
POLYDECK SCREEN CORPORATION  
POWER PLAN  
POWER TECHNOLOGIES, LLC  
PR NEWswire ASSOCIATION, LLC  
PR NEWswire/MULTIVU  
PREISER SCIENTIFIC, INC  
PREMIER SCALES & SYSTEMS  
PROPANE 1 ONE, INC. OF KY  
PROTIVITI  
PRUDENTIAL LIFE INSURANCE COMPANY  
PURCHASE POWER  
QUALITY MAGNETITE, LLC  
QUEST DIAGNOSTICS INC.  
QUEST SOFTWARE INC.  
R.F. ROBERTS CONSTRUCTION CO., INC.  
RAJKOVICH, WILLIAMS, KILPATRICK & TRUE  
PLLC  
RANDY GRIFFIN  
RAY JONES TRUCKING, INC  
REPUBLIC SERVICES DBA B&J SANITATION  
RETARUS, INC.  
REXEL, INC.  
RHETT A. HARTKE  
RICHARD F. FORD  
RICHARD HICKS  
RICHARD L. CRAIG  
RICHARD L. HOCKER  
RICHARD LOWTHER  
RICHARD PATTERSON  
RICHARD VINCENT  
RICHWOOD INDUSTRIES INC.  
RICOH USA, INC.  
RITE-CRETE CONCRETE PRODUCTS  
ROGER SMITH  
ROGERS GROUP, INC.  
RON HOPE  
RON SHARP  
RONICA D. HAGEMAN  
RONNIE PYLE  
ROY DANIEL BRATCHER  
ROYAL BRASS & HOSE  
RUBY CONCRETE COMPANY  
RUDD EQUIPMENT COMPANY  
RUSSELL BURTON  
RUSTIN D. HARTKE  
RUTH AND CONRAD SZYMANSKI  
RYAN R JARVIS  
RYAN W. HARTKE  
S & L INDUSTRIES, LLC  
S & S URETHANE, INC  
SABIA, INC  
SAINT LOUIS COAL CLUB  
SANSONE GROUP  
SAP AMERICA, INC.

SCHALCO CONSTRUCTION & GARAGE DOORS  
SCHAUENBURG FLEXADUX CORPORATION  
SCOTT DORTCH  
SCOTT EQUIPMENT COMPANY LLC  
SERVICE RADIATOR, INC.  
SETH C. BREWER  
SGS NORTH AMERICA INC  
SHANE CLARK  
SHANNON L. LEWIS  
SHARON K. CARTER-SMITH  
SHAW HEAVY EQUIPMENT REPAIR, INC.  
SHAWN KITCHEN  
SHERIFF MULENBERG CO  
SHERRY R STRATTON  
SHERWIN-WILLIAMS  
SHI INTERNATIONAL CORP  
SHRED-IT USA  
SIMMONS EQUIPMENT COMPANY  
SKYLINE CREDITRIDE, INC.  
SLONGS INDUSTRIES, LLC  
SMITH FERTILIZER & GRAIN CO., INC.  
SMITH-MANUS  
SONNIE BAIRD  
SPECIAL MINE SERVICES  
SPECTRUM BUSINESS  
SPRINT PRINT INC  
ST. LOUIS PARKING COMPANY  
STAFFORD SERVICES  
STAN BELTRAMEA  
STANDARD & POOR'S  
STANDARD LABORATORIES, INC.  
STAPLES ADVANTAGE  
STAR INDUSTRIAL SUPPLY, INC.  
STAR MINE SERVICES, INC  
STAR REBUILDERS, LLC  
STEPHEN KANE  
STEPHEN L. COOMER  
STEPTOE & JOHNSON, PLLC  
STEVEN CAMPBELL  
STITES & HARBISON PLLC  
STM ASSOCIATES  
STOLL KEENON OGDEN PLLC  
STRATA EQUIPMENT, LLC  
STRATA PRODUCTS USA, LLC  
STRATA SAFETY PRODUCTS, LLC  
SUE ROGERS JOHNSON LIVING TRUST  
SUNRISE COAL LLC  
SUPERIOR METAL WORKS MACHINE  
T.H.E. ENGINEERS INC.  
TALMAR, LLC  
TARA ADAMS  
TAZZ CONVEYOR CORPORATION  
TERMINIX INTERNATIONAL  
TERRI G. BUNDY  
TERRY BIVINS  
TERRY E. LINDSEY  
TERRY PEVELER  
TERRY ROGERS

THE GREATER MUHLENBERG CHAMBER OF  
COMMERCE  
THE LOWENBAUM PARTNERSHIP, LLC  
THE MESSENGER  
THE TIMES-ARGUS  
THE VERNON CORPORATION  
THERMO ENVIRONMENTAL INST., LLC  
THOMAS MCCROCKLIN, JR.  
THOMPSON INTERNATIONAL INC.  
THOROUGHbred RESOURCES, LP  
THOROUGHFARE MINING – SURVANT  
TIM BAY  
TIME WARNER CABLE  
TIMOTHY ASHBY  
TIMOTHY L. STENBERG  
TOMMY WILLIAMS  
TONY MELENDEZ  
TONY OPPEGARD  
TORC UP, INC.  
TOTAL COMPLIANCE, LLC  
TRAVIS K. SNEED  
TREY K MINING AND ELECTRIC, INC  
TRI-STATE BEARING CO., INC.  
TRIVACO  
TRUCK N SPRING REPAIR  
TRUSTMARK VOLUNTARY BENEFIT SOL  
TUNGCO, INC. DBA CUDA GRIT  
TWIN SUPPLY, INC.  
TYCO FIRE & SECURITY (US) MGMT  
TYLER ALLEN  
U.S. DEPT OF LABOR/MSHA  
UGM ADDCAR SYSTEMS, LLC  
ULTRON, INC.  
UNIFIRST CORPORATION  
UNIMEASURE, INC.  
UNION COUNTY SHERIFF  
UNION COUNTY WATER DISTRICT  
UNITED CENTRAL INDUSTRIAL SUPPLY CO  
UNITED WAY OF THE COALFIELD  
UNITED WAY OF THE OHIO VALLEY  
UNIVERSAL PROTECTION SERVICE, LP  
UPS  
US BANK  
US BANK EQUIPMENT FINANCE  
US TREASURY720  
VAREL INTERNATIONAL, INC.  
VC'S PICK-UP AND DELIVERY  
VERIZON WIRELESS  
VEYANCE INDUSTRIAL SERVICES, INC.  
VIEWPOINT CONSTRUCTION SOFTWARE  
VIGO MACHINE  
VIRGINIA STAUDE  
WABASH MARINE, INC.  
WALLACE AUTO PARTS & SERVICE INC.  
WALLACE ELECTRICAL SYSTEMS, LLC  
WAL-MART BUSINESS  
WALTER RHEW  
WLATER U. & LAURIE PEARCE  
WANDETA F. DURALL

WC HYDRAULICS, LLC  
WEBSTER COUNTY WATER DISTRICT  
WEIR INTERNATIONAL, INC.  
WELLS FARGO BANK  
WELLS FARGO EQUIPMENT FINANCE  
WELLS FARGO VENDOR FINANCIAL  
WESCOTT STEEL INC.  
WEST KENTUCKY PIPE & VALVE, INC.  
WEST KENTUCKY STEEL  
WEST RIVER CONVEYORS & MACHINERY  
WESTERN CRANE SERVICE, INC.  
WESTERN KENTUCKY MINING INSTITUTE  
WESTERN KENTUCKY ROYALTY TRUST  
WESTON THAD CARTWRIGHT  
WHAYNE SUPPLY CO. – COSIGNMENT  
WHAYNE SUPPLY COMPANY  
WHEALTLEY SCALE SERVICE INC  
WHITCO ENTERPRISES, INC.  
WILLIAM D. CARTER  
WILLIAM D. MATHENY  
WILLIAM M MCGEHEE  
WILLIAM PEYTON  
WILLIAM W. JR. & CHARLOTTE ANN  
WITT'S HEATING & COOLING  
WM E. GROVES CONSTRUCTION INC.  
WOODRUFF SUPPLY COMPANY INC  
WYNN-JONES MINING TOOLS, LLC  
XPO LOGISTICS FREIGHT, INC.  
XYLEM DEWATERING SOLUTIONS, INC.  
YAGER MATERIALS, LLC



**Schedule 2**

**Interested Parties that Currently or have Previously Employed Armstrong Teasdale in  
Matters Unrelated to the Debtors or Their Chapter 11 Cases**

**Current and Recent Former Directors  
and Officers of the Debtors**

J. Hord Armstrong, III

**Debtors' Professionals**

AT&T

Edward Jones

Lockton Companies

Massachusetts Mutual Life Insurance

Netelligent Corporation

**Largest Customers of the Debtors**

Owensboro Municipal Utilities

**Insurance Companies**

National Fire Insurance Company of

Pittsburgh, PA

Old Republic National Title Insurance Co.

Travelers

Zurich American Insurance Co.

**Utilities of the Debtors**

AT&T

**Indenture Trustee**

Wells Fargo Bank, N.A.

**Other Vendors of the Debtors**

Amazon.com

American Express

American Heritage Life Insurance Co.

Armstrong Coal Company

AssuredPartners of Missouri, LLC

AT&T

Atmos Energy

Bank of America

Big Brothers-Big Sisters

Charter Communications

Cintas Corporation

FLSmith

General Electric

Indoff, Inc.

Jenmar Corporation

J. Hord Armstrong, III

Massachusetts Mutual Life Insurance

The Lovelace Farm, Inc.

Mississippi Lime Company

Rexel, Inc.

Ricoh USA, Inc.

Sansone Group

The Sherwin-Williams Company

Staples, Inc.

Time Warner, Inc.

Tyco Fire and Security

United Parcel Service

U.S. Bank, N.A.

Wal-Mart

Wells Fargo Bank, N.A.

**Schedule 3**

**Nonexclusive List of Certain Armstrong Teasdale Professionals  
and Their Current Hourly Rates As of October 31, 2017**

<b>NAME</b>	<b>LOCATION</b>	<b>POSITION</b>	<b>BILLING RATE AS OF THE PETITION DATE</b>
Steven Cousins	St. Louis	Partner	\$660
Dan Wofsey	St. Louis	Partner	\$660
John Cowling	St. Louis	Partner	\$605
Robert Kaiser	St. Louis	Partner	\$605
Scott Hunt	St. Louis	Partner	\$605
Richard Engel	St. Louis	Partner	\$590
David Going	St. Louis	Partner	\$575
James Fredericks	St. Louis	Partner	\$515
Saraann Parker	St. Louis	Partner	\$480
Susan Ehlers	St. Louis	Partner	\$415
Christopher LaRose	St. Louis	Partner	\$370
Jamie Mansfield	St. Louis	Associate	\$285
John Willard	St. Louis	Associate	\$255
Erin Edelman	St. Louis	Associate	\$255
Angela Odium	St. Louis	Associate	\$255
John Moore	St. Louis	Associate	\$245
Patricia Beckerle	St. Louis	Associate	\$245
Theresa Ritter	St. Louis	Paralegal	\$195
Olivia Harmon	St. Louis	Paralegal	\$160



**Exhibit C**

**Disclosure of Compensation of Armstrong Teasdale**

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

In re: ) Case No. 17-47541-659  
 ) Chapter 11  
Armstrong Energy, Inc., *et al.*, )  
 ) (Joint Administration Requested)  
Debtors.<sup>1</sup> )  
 ) Hearing Date: November 2, 2017  
 ) Hearing Time: 1:15 p.m. (Central Time)  
 ) Hearing Location: Courtroom 7 North

**DISCLOSURE OF COMPENSATION OF ATTORNEYS**

I, Richard W. Engel, Jr., hereby certify as follows:

1. From July 7, 2016 through October 31, 2017 (the “Petition Date”), Armstrong Teasdale LLP (“Armstrong Teasdale”) received \$188,923 for services rendered on behalf of the Debtors and in contemplation or connection with these Chapter 11 cases. This amount includes payment of a \$100,000 replenishments and increases thereof, actual fees and expenses, and unbilled, anticipated or estimated fees through the Petition Date.

2. There is no agreement of any nature as to the sharing of any compensation to be paid to Armstrong Teasdale, other than sharing among the attorneys of Armstrong Teasdale.

---

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Armstrong Energy, Inc. (4058); Armstrong Air, LLC (2017); Armstrong Coal Company, Inc. (0349); Armstrong Coal Sales, LLC (8643); Armstrong Energy Holdings, Inc. (5664); Armstrong Logistics Services, LLC (0392); Thoroughfare Mining, LLC (7890); Western Diamond LLC (9356); Western Land Company, LLC (9821). The location of the Debtors’ service address is: 7733 Forsyth Boulevard, Suite 1625, St. Louis, Missouri 63105.

Dated: November 1, 2017  
St. Louis, Missouri

/s/ Richard W. Engel, Jr.  
Richard W. Engel, Jr., MO 34641  
Armstrong Teasdale LLP  
7700 Forsyth Boulevard, Suite 1800  
St. Louis, MO 63105  
Telephone: (314) 621-5070  
Facsimile: (314) 612-2242  
Email: [rengel@armstrongteasdale.com](mailto:rengel@armstrongteasdale.com)

**Exhibit D**

**Engagement Letter**

David W. Braswell

Direct T 314.552.6631 F 314.612.2229

dbraswell@armstrongteasdale.com

MISSOURI KANSAS COLORADO NEVADA ILLINOIS SHANGHAI

September 7, 2017

Eric R. Waller  
Vice President, General Counsel and Secretary  
Armstrong Energy, Inc.  
7733 Forsyth Blvd.  
Clayton, MO 63105

**Re: Engagement of Armstrong Teasdale LLP**

Dear Mr. Waller:

Thank you for selecting Armstrong Teasdale LLP to represent Armstrong Energy, Inc. and certain of its direct and indirect subsidiaries (collectively, the "Company") in the Company's bankruptcy matter. This letter and the enclosed Standard Terms of Representation will describe the basis on which our firm will provide legal services to you.

We have been engaged to advise the Company in connection with Company's restructuring efforts, including any Chapter 11 bankruptcy filings and to make preparations therefor.

The professional services that our firm will render to the Company include, but shall not be limited to, the following:

- (a) providing legal advice with respect to the Company's powers and duties as debtors-in-possession in the continued operation of its business and management of its properties;
- (b) attending meetings and negotiating with representatives of creditors and other parties in interest and advising and consulting on the conduct of Chapter 11 Cases, including the legal and administrative requirements of operating in Chapter 11;
- (c) taking necessary action to protect and preserve the Company's estates, including the prosecution of actions commenced under the Bankruptcy Code on their behalf, and objections to claims filed against the estates;
- (d) preparing and prosecuting on behalf of the Company's motions, applications, answers, orders, reports and papers necessary to the administration of the estates;

Eric R. Waller  
September 7, 2017  
Page 2

- (e) advising and assisting the Company with respect to restructuring alternatives, including preparing and pursuing confirmation of a chapter 11 plan, including preparing and seeking approval of a disclosure statement;
- (f) appearing in Court and protecting the interests of the Company before the Court; and
- (g) performing all other legal services for the Company which may be necessary and proper.

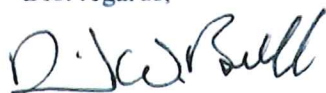
Armstrong Teasdale LLP shall serve as local co-counsel, with Kirkland & Ellis LLP serving as lead counsel. All steps shall be taken to ensure no duplication of efforts.

The principal basis for computing our fees will be the amount of time spent on the matter by various lawyers and legal assistants multiplied by their individual hourly billing rates. Our hourly billing rates for lawyers currently range from \$255 per hour for new associates to \$660 per hour for senior partners. Time devoted by paralegals is charged at billing rates ranging from \$110 to \$305 per hour. These billing rates are subject to change from time to time. As explained in the enclosed Standard Terms of Representation, other factors also may be taken into consideration in determining our fees.

We are requesting a retainer in the amount of \$100,000. Our wire instructions are attached.

Additional information regarding fees and other important matters appears in the enclosed Standard Terms of Representation, which are incorporated as part of this letter and which you should review carefully before agreeing to our engagement. Please indicate your acceptance of the terms of this letter and the Standard Terms of Representation by signing and returning a copy of this letter. However, please note that your instructing us or continuing to instruct us on this matter will constitute your full acceptance of the terms set out above. Please call me if you have any questions.

Best regards,



David W. Braswell

DWB:scr

AGREED TO AND ACCEPTED:

*Armstrong Energy, Inc.*

By: 

Title: VP, General Counsel & Secretary

Date: 9-8-17



Eric R. Waller  
September 7, 2017  
Page 3

This document sets forth the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this document carefully and contact us promptly if you have any questions. You should retain this document in your file.

### **The Scope of Our Work**

The legal services that we will provide to you are described in our engagement letter. Our representation is limited to performance of the services described in that letter and does not include representation of you or your interests in any other matter.

Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter and does not include any affiliates of such person or entity (*i.e.*, if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). Accordingly, for conflict of interest purposes, we may represent another client with interests adverse to any such affiliate without obtaining your consent.

### **Who Will Provide the Legal Services**

Customarily, each client of the firm is served by a principal lawyer contact. You are free to request a change of principal lawyer at any time. Subject to the supervisory role of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

### **Client Responsibilities**

You agree to pay our statements for services and expenses as provided below. In addition, you agree to be candid and cooperative with us and will keep us informed with complete and accurate factual information, documents and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. Because it is important that we be able to contact you at all times to consult with you regarding your representation, you will inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation or other relevant changes regarding you or your business. Whenever we need your instructions or authorization in order to proceed with legal work on your behalf, we will contact you at the latest business address we have received from you. If you affiliate with, acquire, are acquired by, or merge with another company, you will provide us with sufficient notice to permit us to withdraw as your lawyer if we determine that such affiliation, acquisition, or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition, or merger, or if we determine that it is not in the best interests of the firm to represent the new entity.

Eric R. Waller  
September 7, 2017  
Page 4

### **How Fees Will Be Set**

The principal basis for computing our fees for the legal services we provide to you will be the amount of time spent on the matter by various lawyers and legal assistants multiplied by their individual hourly billing rates. In addition, we may also consider:

- The novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- The fee customarily charged in the locality for similar legal services;
- The amount of time or value of property involved and the results obtained;
- The time limitations imposed by you or by the circumstances, such as an emergency closing, the need for injunctive relief from court, or substantial disruption of other office business;
- The nature and length of our professional relationship with you;
- The experience, reputation, and ability of the lawyers performing the services.

The hourly rates of our lawyers and legal assistants are adjusted from time to time to reflect current levels of legal experience, changes in overhead costs, and other factors. We will keep records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters. We record our time in units of tenths of an hour.

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

### **Costs**

We will include on our statements separate charges for performing services such as photocopying, messenger and delivery service, computerized research, travel, and long-distance telephone and fax charges, and search fees. Such expenses may also include filing fees, deposition costs, process servers, court reporters, and witness fees. You also agree to pay the charges related to copying or digital reproduction of documents for retention in our files. While our charges for these services are measured by use, they may not, in all instances, reflect our exact out-of-pocket costs. For many of these items, the precise cost of providing the service is difficult to establish. We would be pleased to discuss the specific schedule of charges for these additional services with you and to answer any questions that you may have. If you would prefer, in some situations we can arrange for these services to be provided by third parties with direct billing to you.

Additionally, for efficiency, we may use the services of an affiliate of our firm, Lawgical Choice, to perform technical support such as document scanning, bulk printing, electronic file processing, electronic closing books, CD and DVD copying, document coding, electronic bates numbering, trial support,



Eric R. Waller  
September 7, 2017  
Page 5

conversion of electronic files, or production of electronic files and you agree to pay the charges for such services.

### **Charges**

You authorize us to retain any investigators, consultants, or experts necessary in our judgment to represent your interests in the representation. Their fees and expenses generally will not be paid by us, but will be billed directly to you.

### **Billing Arrangements and Terms of Payment**

We will bill you on a regular basis, normally each month, for both fees and disbursements. You agree to make payments within 30 days of receiving our statement or as allowed by court order.

We will give you prompt notice if your account becomes delinquent, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we will withdraw from the representation and pursue collection of your account. You agree to pay all costs of collection of delinquent invoices, including attorneys' fees and expenses, regardless of whether those fees are attributable to Armstrong Teasdale attorneys or outside attorneys engaged for the purpose of collection.

### **Retainer and Trust Deposits**

New clients of the firm are required to deposit a retainer with the firm. Unless otherwise agreed, the retainer deposit will be credited toward your unpaid invoices, if any, at the conclusion of services. At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you. If the retainer deposit proves insufficient to cover current expenses and fees at some point during the representation, it may have to be increased.

All trust deposits we receive from you, including retainers, will be placed in a trust account for your benefit. Normally, pursuant to court rule, your deposit will be placed in a pooled account, and the interest earned on the pooled account will be payable to a charitable foundation. Other trust deposits will also be placed in the pooled account unless you request a segregated account.

### **Termination**

You may at any time terminate our services and representation upon written notice to us. Such termination shall not, however, relieve you of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on your behalf through the date of termination.

We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to you. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the specified matter, and you agree to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal. We will be entitled to be paid for all services rendered and costs or expenses incurred on your behalf through the date of withdrawal. If permission for

Eric R. Waller  
September 7, 2017  
Page 6

withdrawal is required by a court or arbitration panel, we will promptly request such permission, and you agree not to oppose our request.

Unless previously terminated, our representation of you in the specified matter will terminate upon our sending you our final statement for services rendered in the matter.

Following termination of our services, at your request, your papers and property will be returned to you upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement, and you agree that unless you have otherwise notified us in writing, we will have the right to dispose of files relating to your matter without notice after the matter has been concluded for five years.

After the conclusion of our representation, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after the conclusion of the matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal developments.